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The Solicitors' Journal.

LONDON, MAY 19, 1866.

WE ARE INFORMED that the Master of the Rolls has appointed Monday, the 28th inst., for hearing the petition praying for the winding up of the affairs of Overend, Gurney, & Co. The petition is presented by Mr. Henry Edmund Gurney, of Lombard-street, and other directors. Solicitors, Jones, Vallings, & Roberts, St. Mildred's-court.

THE SALMON FISHERY ACT, 1865, has not been long in force before a case has arisen on its construction, thus illustrating the remark of the Lord Chief Justice that it would be strange indeed if no ambiguity could be found in the Act. Whether this be due to the ingenuity of lawyers in finding flaws, or to the want of ingenuity of the framers of the Act in preventing them, it is not for us to say—perhaps both causes may work together to the same result. Our object at present is to call attention to the difficulty that has arisen on the Act of last session, which came before the Court on a motion for a rule calling on the Home Secretary to show cause why an order made by him under the Act should not be brought by *certiorari* into the Court of Queen's Bench to be quashed. The question was whether, under the Act, the right to define the boundaries of a district was with the Secretary of State, or with the justices of the county desiring the formation of the district, and the Court of Queen's Bench has decided* that though an application to form a district must orignate with the justices, yet the application once made, the Secretary of State has authority practically unlimited to deal with the question of the extent of the proposed district. Large as are the powers thus given, it is fortunate for the working of the Act that it should be capable of this interpretation. There is not much fear that the Home Secretary, as the matter does not afford much scope for *political* jobbing, should make a wrong use of the excessive power thus conferred, while if the Quarter Sessions were absolutely to fix the boundaries, there would be little chance of two courts for distinct counties working together, and great chance that the limits fixed by the justices, instead of being those best calculated to ensue the greatest efficiency, might be so fixed as to suit the interest of a few local magnates more desirous of their own than of the public advantage. That such a class does exist is but too certain, and the amount of mischief thereby done to the salmon fisheries can hardly be over-estimated. To take one instance out of many that might be cited—that of the river Teign in Devonshire, which, with its five miles of estuary and magnificent course, seems to be formed by nature to emulate the Wye or the Tees in the production of salmon; for the first seven miles of its course after passing the estuary every fish that does not succeed in running up while the water is full, is killed by mine water, and above the mines that do this mischief, the little that could be done with the remainder of the stream is entirely prevented by the selfishness of one or two individuals. That such an extreme case as this will be altered by this Act, or by any that does not contain much more stringent measures to prevent such evils, we are not sanguine enough to believe, but we certainly hail with pleasure the decision that the monopolists are to lose one more advantage for the benefit of the general interest of the community at large.

* *Reg. v. Sir George Grey*, 14 W. R. 671.

THE FOLLOWING LETTER has appeared in the *Times*.—

LIMITED LIABILITY FOR RAILWAY ACCIDENTS.

Sir,—May I venture again to call your attention to the 42nd clause of the Metropolitan Railway (Additional Powers) Bill, which has passed through the committee in the Commons, and stands for the third reading to-morrow?

The clause limits the liability of the company to passengers travelling by trains running at 1d. a mile, or 2d. a mile the double journey, (which, I believe, takes in nearly all the trains), "for injury or otherwise"—meaning, I presume, injury to person or property—to £100; and it constitutes a new mode of adjudication—viz., an arbitrator appointed by the Board of Trade.

Whether the present way of determining claims of the kind by a jury be capable of improvement may be a question, but there can be no question that if any alteration is made it should be by a general public act passed after full consideration, not smuggled through, as I have good reason to believe this clause has been. But it seems monstrous that no greater compensation should be recoverable for loss of life or limb than £100, although caused by the gross negligence, or worse, of the company or its servants. Surely there are only two facts to be ascertained—what caused the injury, and, if caused by the company, what is a reasonable compensation?

I am, Sir, your obedient servant,

S. S. WIGG.

6, Old-square, Lincoln's-inn, May 16.

One of the members for Finsbury (Mr. Torrens) has promised to get the clause modified, if possible, on the third reading, or in the Lords. But a few words from you would be a great assistance. A copy of the clause is enclosed:—

42nd section of the Metropolitan Railway (Additional Powers) Bill.—"The liability of the company under any claim to compensation for injury or otherwise, in respect of each passenger travelling in any train of the company, whether running upon their own railway or upon the railway of any other company, at a rate not exceeding one penny for the single journey, or twopence for the double journey, shall be limited to £100, and the amount of compensation payable in respect of any such claim shall be determined by an arbitrator appointed by the Board of Trade, and not otherwise."

There is something so atrocious in this bare-faced attempt to get rid of a just liability, and to substitute for the established course of law, an exceptional and necessarily partial tribunal (for no Board of Trade arbitrator can be entirely free from Railway influence in some shape or other), that we deeply regret that it should have been permitted to pass the Commons' Committee.

The present case is another instance of the deleterious effect of private legislation.

If a rule could be made and enforced (by the public opinion of Parliament, for no other power for the purpose exists), prohibiting all legislation except by public general Acts applicable to the whole United Kingdom, it would be the dawn of a greater reform than all the modifications of our representative system ever proposed or conceived.

AT THE ANNUAL MEETING of the Protestant Alliance, held on the 8th, it was stated that "the committee had taken steps to prevent the assumption of the territorial title of Archbishop of Westminster in a work published by Messrs. Longman & Co., but had not been assisted in their endeavours by the Attorney-General." We have always considered the Act forbidding the assumption of these titles to be puerile and ridiculous; but while it stands we think it improper in a law officer of the Crown to offer any impediment to the enforcement of the law. The clause requiring the assent of the Attorney-General

was only inserted to prevent frivolous actions by men of straw, and it would be as reasonable in that functionary to refuse to allow an ordinary information to proceed at the risk of the relators, as to stop an action for penalties under the Act where the plaintiffs were competent to pay costs if they failed.

WE LATELY* COMMENTED upon the character of the evidence which is so frequently adduced before what are termed Election Committees, and contrasted it with that ordinarily given in the Courts of the realm, presided over by Judges of legal training and knowledge. We instituted a comparison, and came to a conclusion in favour of the testimony given before the latter kind of tribunal. From this conclusion we see no reason to depart; indeed, the universal experience of the profession, we are fully persuaded, endorses the soundness of it.

If we refer, then, to the case of *Gibson and Wife* v. *Myers*, decided by Sir J. P. Wilde, in the Court of Probate, on the 28th of April last, we do so in the knowledge that the exception proves the rule. We make special reference to the case, because the learned judge said it was the first of the kind which had occurred before him since he had had the honour of sitting in his court; and, again, because the declaration of the law, as laid down in the case, for the first time, at least, by Sir J. P. Wilde, is of importance to all who have made, or who may hereafter make, testamentary dispositions. In the *dicta*, therefore, not only legal practitioners, but the community at large, are deeply interested.

The facts, put into the form of a narrative, were succinctly these:—The executor, John Postlethwaite Myers, an attorney, carrying on business at Broughton-in-Furness, who propounded the will, deposed that he had known the testator, William Brocklebank, for many years; and had been in the habit of occasionally visiting him: that at the latter end of 1857, the testator first spoke about making his will; that shortly after he gave Mr. Myers verbal instructions to do so; that he dictated those oral instructions to his clerk, who prepared a draft will, which was finally copied; and that on the 8th of January, 1858, he left early in the morning by train for a place called Sylecroft, where the testator resided, a few miles distant; that he there met the testator by appointment; that they repaired to a private room at the Albert Hotel, where the will was distinctly read over; that at the conclusion of such reading the bell was rung; that the landlord, Henry Myers (no relative of the executor), and his daughter, Mary Myers, were requested to witness the signature of the testator to the will; that they did so, and then signed their own names as attesting witnesses. Mr. Myers' clerk, who was called, corroborated his employer, and further proved that he returned to his office on the day the will purported to be executed, about five o'clock in the evening, and that he then saw the document apparently duly signed and attested. Other witnesses who knew well the handwriting of the deceased and the attesting witnesses swore to their belief in its genuineness.

The counsel for the propounder did not propose to call the attesting witnesses, knowing them to be hostile; but the learned judge ruled that where the attesting witnesses were living and could be brought forward, it was incumbent upon those who propounded a will, which was opposed on the ground that it was not duly executed, to call them.

Henry Myers was therefore called, and he swore that he was absent from home on the 8th of January, 1858, from early in the morning till late at night, and that, therefore, the signature as an attesting witness was not his, though it was very like. He could not say where he was on the day on which the will purported to be executed, but he believed he went out hunting, though he had no horse.

Mary Myers, the daughter of the former witness, corroborated the executor and solicitor to the extent that he and the testator were at the hotel on the day named, and that they went into a private room together; but she swore positively that her signature as an attesting witness was a forgery. The learned judge asked her whether she might have attested the will believing it to be some other document; but she adhered to her statement that her signature had been forged. Her marriage certificate was produced, and she was requested to note the similarity between the signatures; but still she persisted in her denial of having attested the will in question.

Sir J. P. Wilde—after stating that it was the first case which had occurred before him, where the attesting witnesses had come forward and denied the genuineness of their signatures—said no doubt the law upon such a question was that the attesting witnesses were the first sources of information, the persons to whom the Court naturally turned for proof of the execution of the will. But though they were the first sources of information, they were not the only sources; and when they denied their signatures, it was competent to the Court, no doubt, as matter of law, to inquire into the truth in such a case, just as it did in any other. It would never do that the law should be otherwise. The statute intended that the signatures of attesting witnesses should be added for the protection of testators. But it never intended that the solemn act of a testator should be at the mercy of attesting witnesss, so that if they, after the testator's death, having any interest or prejudice, were dissatisfied with what had been done, they might be able, by mere denial, to set aside the testator's intentions. After commenting upon the enormity of the alleged crime, contrasted with the smallness of the property, which amounted only to about £300, and in which the executor took no manner of interest, his Lordship said he was entirely convinced of the perfect genuineness of the attorney's story, and was equally convinced that that told by the attesting witnesses was wilfully untrue, and intended to deceive the Court. Of course, as a consequence, the will was upheld.

The relation of the legal adviser to his client is of so delicately a sensitive nature that, like Cæsar's wife, an attorney should not be only pure, but beyond suspicion. And as it appeared in the course of the case under review that Mr. Myers had been subjected to great personal annoyance from Mr. Gibson, in the public streets, we congratulate him, as we should any other member of the profession in like circumstances, upon the complete vindication of his character.

WE HAVE carefully held ourselves aloof from all the questions regarding the Reform Bills which have been agitating the public mind for some time back; such questions appear to us foreign to the purposes of a legal journal; but we are induced, by the special circumstances of the case, so far to deviate from our established practice, as to call attention to a return issued on Tuesday, on the motion of Mr. Dawson, from which it appears that there are in Ireland thirty-three centres of population in the country, returning members to the Imperial Parliament. There are fifty-one market towns, with more than 3,000 inhabitants each, which are not represented in Parliament. By grouping these towns according to the counties in which they are situated there would be two groups having more than 30,000 inhabitants; one having more than 20,000 and less than 30,000; seven having more than 10,000 and less than 20,000; and six having more than 5,000 and less than 10,000.

Whatever may be said as regards "Redistribution" in England, the proposed changes in Ireland are so absurd, and so obviously settled without any knowledge or consideration of the geographical and statistical facts on which such legislation ought to be based, that none but the most thorough-going partizan can do otherwise than welcome such information as this, which will afford an easy basis of a rational and "non-political" reform.

If the groups having more than 20,000 inhabitants were divided, there would be thirteen new groups with more

* 10 Sol. Jour. 625.

than 10,000 inhabitants each, and six others which might be combined with existing represented boroughs. Add to these the six large towns now returning two members each, the sixty-four members for the counties, and the two for the University, and we get a total of ninety-seven members. There are besides seven existing boroughs sufficiently large not to admit of grouping, which would bring up the number to 104, and the spare member might, with the utmost propriety, be given to the Queen's University.

This is on the supposition that Ireland is to receive no increase in the number of her members, as announced by the Chancellor of the Exchequer, though we confess that we are unable, on the ground of population (the only consideration admitted by the right honourable gentleman), to discover how he arrived at this conclusion.

ANOTHER SESSION of Parliament is to pass over our heads without any alteration being made in the laws respecting patents. It is now more than fifteen years since opinions were maintained as to the impolicy of retaining those laws, and the advisability of repealing them altogether. The promise given by Mr. Gladstone on the occasion of the discussion which took place in the House of Commons a few days ago, that the government would introduce a measure to deal with the subject when they have less on their hands, does not, for the present session at least, appear likely to be fulfilled, and it is impossible to say what the future may bring forth. The general feeling in commercial quarters is so strong in favour of some alteration in the present system of patents, and so much has been said on the subject, that it is impossible to resist the conclusion that a change is required, but what that change is to be must be left to the arbitrament of public opinion. The evils connected with patents are manifold, and the chief of them are such as present themselves to our observation in the proceedings taken in the Court of Chancery for their protection. If it were an established fact that there can be no alteration in the present system; that every person who evolves a new idea for the production, by some hitherto unwonted means, of a useful result should, for a certain number of years, have a monopoly of the sale of that result, let its value to the public be great or small, there would be, even in such a condition of public opinion, much left to be done to legislate for the alleviation of the many burdens now pressing upon inventors. But no such fact is established; the question is not so much whether we ought to legislate on the existing basis, as whether patents ought to be abolished altogether, and some other system of rewards for meritorious inventions substituted therefor.

The objections urged against the granting of patents resolve themselves into a few heads, which we will proceed to examine briefly. First among these objections is that a number of patents are taken out for small objects, not of themselves sufficiently useful to repay the patentee the expenses he is put to, but which may eventually prove useful in extensive manufactures, and for that reason may find purchasers among those whose trade would be imperfect without them. Another objection is made on the ground that it frequently happens that several persons arrive simultaneously at the same invention by independent modes of proceeding, being led thereto by the requirements of art or commerce, and that the first one of these who shall register his invention can by that means exclude all others from the benefits of their ingenuity, and that, although the first to register may not be in fact the earliest inventor in point of time. A third ground of objection to patents is, that they give a monopoly to the patentee, and that all monopolies are hurtful, as being injurious to the public. The fourth and greatest claim for consideration is the expensive litigation required to maintain patent rights. The Court of Vice-Chancellor Wood has of late been the arena of several contested battles for the upholding of patents, and these cases have been so numerous that a list of them would occupy more room than we could well spare for such a purpose.

It can scarcely be supposed that the cost of this litigation is borne by the patentee out of the profits he had estimated as due to him. Those who infringe the legal rights of others are, it is true, frequently saddled with the costs, as well as compelled to render an account of all profits gained by the infringement, but, sooner or later, the expense of all this litigation is paid by the public. Another point has been raised which we think is material to the whole question. Do the profits of a patent generally accrue to the original inventor, or are they usually the property of some capitalist who has paid a comparative trifle as the purchase-money of the patent? Now it can hardly be said that the patent laws exist for the protection of inventions; the object cannot be to cause the public, as consumers, to pay a higher price for the benefits they acquire by those laws, in order that nobody in particular may be rewarded. The object of those laws is to protect inventors, to afford to them the benefits justly due to their ingenuity and the trouble and skill expended on a specific object. What, then, shall be said of those laws if in the majority of instances the inventor is the person who makes the least profit by his invention, if that profit, which ought to go into the pocket of the person entitled to be benefited, is sacrificed to pay to some man of capital for undertaking the risk of infringement of the right, and consequent litigation?

If the patent laws are meant to reward inventors, it is clear they fail of their object, because few inventors have the funds for working a patent themselves, and that other means than the present patent laws must be provided in order to attain that which we must admit is a desirable end. If, however, it be found that no legislation will be effectual to attain that object, and it must be admitted that every effect of patents which does not include the reward of inventors is undesirable, the total abolition of all laws respecting patents will be more for the public good than that they should be continued or even altered in conformity with the principle at present obtaining.

THE HOUSE OF LORDS have read a second time the Capital Punishment Bill, but before their Lordships proceed with this measure we would beg leave to call their attention, and particularly the attention of the Master of the Rolls, to the pamphlet on the definition of murder, which originally appeared in *Frazer's Magazine*, and which has since been re-issued in a slightly altered form by its learned author, Mr. Fitzjames Stephen, a pamphlet well worthy of the serious attention of all persons, lay and professional, who have taken an interest in the question.

Our own opinions on this subject have been more than once already stated, and we do not propose now to go over the ground again, but we think that those of our readers who have not had an opportunity of reading the pamphlet itself will be disposed to thank us for a tolerably copious selection of extracts therefrom, which we propose now to lay before them, endeavouring as far as possible to keep the thread of the learned gentleman's argument unbroken.

The pamphlet opens with some general observations as to the vagueness of our definitions.

No one can have paid much attention either to the study or to the practice of the criminal law without being struck, on the one hand, with the substantial narrowness of the field which it covers, and, on the other hand, by its enormous and unwieldy complexity and intricacy in practice. Leaving out of account those branches of the criminal law which come into operation only on rare occasions, and confining our attention to the common routine of criminal business, the total number of crimes which lead to trials at the assizes or sessions may be reduced to surprisingly few heads. Murder, and the infliction of bodily injury; theft, with or without violence to the person or the habitation;

arson, and other malicious injuries to property; forgery and offences against the coinage; make up probably nine teen-twentieths of the whole list. If the separate offences falling under these five heads be again considered, and if they are compared with the cases which have been decided in connection with them, the reason of the excessive intricacy of our whole system of criminal law will at once become apparent. "*Mala stamina vitæ.*" The original definitions of crimes have every fault that definitions can have, and until this fundamental error is recognised as such, until its importance and the ease of correcting it are fully understood, the law itself will never be coherent and rational, nor will its administration ever be practically satisfactory.

The reason of this is, he says, that—

The system is built upon a set of vague descriptions—for they do not deserve to be called definitions—of great antiquity, which have been supplemented and patched up from time to time by successive generations of judges and text-writers.

In every part of the law, but especially in the criminal law, the judges for centuries past have been occupied in solving the problem what their predecessors would have thought if it had been before them, of a state of facts which never was before them. Having arrived at a conclusion, always more or less modified by their own notions of justice or expediency, they declared that conclusion to be the law of the land. Thus, all definitions of crimes—and especially the definitions of murder and theft, which lie respectively at the bottom of the two great departments of the criminal law, offences against the person, and offences against property—are exceedingly complicated aggregates.

Mr. Stephen then proceeds to consider the case of murder historically, beginning with Bracton's definiti which does not include the term "malice aforethought," but is "a secret, wilful, actual, corporal homicide;" and did not differ in any material respect from manslaughter, both murder and manslaughter being punishable with death, and each being within the law of benefit of clergy.

The expression "malice aforethought," appears, for the first time, in the "Mirror," in a form given for appeals of murder; that is, for the civil action which was then the usual way of bringing murderers to justice. The appellor is made to allege that the appellee committed the crime "upon malice forethought feloniously." In the statute 13 Rich. 2, st. 2, c. 1, murders "with malice aforethought," are exempted from the list of crimes included in the pardon; and by 23 Hen. 8, c. 13, persons guilty of "wilful" murder "with malice prepense" were deprived of the benefit of clergy; whence it would follow that there were then some kinds of murder in which there was no malice aforethought.

Then, after mentioning Lord Coke's account of murder, which is too well known to need repetition here, he proceeds:—

It is out of this doctrine of Coke's that the whole modern law of murder, as we have it, has taken its form; and it is worth while to attend with some particularity to its character. In Bracton wee see two different elements at work. On the one hand there is the rough brutality of an almost barbarous age, which punished with death nearly every kind of homicide. On the other side there is the ingenuity and love of classification, for classification's sake, which are the special characteristics of the Roman law, from which this part, like nearly the whole, of Bracton's work was taken. This trivial ingenuity altogether passed away and was lost sight of in the interval between Bracton and Standford, and by degrees a rough classification obtained which divided killing into murder if there was, and manslaughter if there was not, "malice aforethought." The natural meaning of those words was a personal grudge, and a positive settled intention to kill, on the part of the criminal. Experience, however, soon showed how rough and inadequate this distinction was. In many cases where the moral guilt was obviously of the deepest dye—as in the case of a robber killing in order to effect a robbery—there was no settled hostility, and no deliberate intention to kill. These cases showed that the crime had been ill-defined, and that neither malice, in the common sense of the word, nor premeditation, nor both together, were the proper tests by which the worst kinds of killing might be distinguished from those which were less bad. The proper course would have been to have discarded the old phrase, and to have chosen a more appropriate one upon the full examination of the subject: but English lawyers have never taken this course. Parliament was never a very suitable theatre for discussions about the proper use of words; and in Coke's time, and long afterwards, the common law was regarded with a sort of idolatry, as something much too wise and good to be rudely questioned and reformed. Hence it had to be adapted to common sense by a set of fictions, of which the fiction of implied malice is a good illustration.

He then proceeds to Lord Hale's view of implied malice, from which arises directly the modern doctrine that all voluntary killing is presumed to be murder, unless the person who has done the act succeeds in proving the existence of a sufficient provocation to reduce it to manslaughter. "This doctrine," says Mr. Stephen, "when combined with the definition of manslaughter given afterwards, makes the law coherent, but throws its phraseology into strange confusion. Manslaughter is defined as 'the voluntary killing another without malice express or implied.' But, by the doctrine just stated, malice is always implied in the case of a voluntary killing, unless provocation can be shown." He then parodies the state of the law on this point as follows:—

The law of malice, as stated by Hale, might be thus parodied—

Bread is either leavened or unleavened.
Leaven is either express or implied.
Express leaven is the substance called yeast.
Leaven is implied in three cases:—
First—It is implied in all white bread.
Secondly—It is implied in all brown bread.
Thirdly, and lastly—It is always implied in every sort of bread, unless the person denying its presence can show that the bread in question contains no yeast.

Surely this is rather a cumbrous way of saying that there either is or is not yeast in a loaf of bread. Yet all Hale's elaborate apparatus comes to this, that if one person intentionally and culpably kills another, he either does so without provocation, which is murder, or with provocation, which is manslaughter.

Then, after mentioning Foster's view of implied malice, as "such circumstances as carry in them the plain indications of a heart regardless of social duty, and fatally bent upon mischief," and commenting on the absurdity of the rule that accidental homicide committed in the course of a felonious act is murder, of which he gives the following illustration:—

Not many years ago a burglar was hanged at Lincoln for murder, having killed an old lady, rather by fright than violence. He broke into the house where she was, and threw a pillow over her, not with the intention of killing or even injuring her, but probably as a sort of threat. The effect on her nerves was such that she immediately died. A similar case happened perhaps about the same time, or rather earlier, at Warwick. Three boys went out to pick pockets. One gave a blow to an old man to make him lean forward, snatched his watch from his pocket, and passed it to his accomplices. The old man was fat and weak, and the blow killed him, though it was not a severe or apparently dangerous one. All the three boys were convicted of murder, and sentenced to death. So too, in the case of a thief tripping up a constable who tries to arrest him, and accidentally killing him. Would it not be monstrous to treat such an act as murder? yet murder it undoubtedly is by law. So, again, suicide is murder; and if two persons attempt to commit suicide together, and one escapes, the one who escapes is a principal in the murder of the other. It is easy to see that in all these cases the law is far too wide, and it is obvious enough that it came to be too wide by the generality of the original definition, "murder is wilful killing with malice aforethought," which generality many generations of judges reduced to a definite shape, acting upon the view which they happened to take of the particular facts which chanced from time to time to come before them:—

he comes to the consideration of changes proposed by the commissioners, and observes that—

The proposal to split the crime into two degrees is ob-

viously a proposal not to simplify the law but to make it much more complicated than it was before. All the "nice and subtle distinctions" of which the commissioners justly complain will be left just as they are, to take the most favourable view of the case: and the question will be complicated by the further question of the two degrees of murder. It is, however, too much to hope that the law will be left as it is, with the addition of an extra complication. It will be rendered far worse, as I now proceed to show. At present the distinction between express and implied malice has in practice become obsolete. Though it still to some extent perplexes the subject, a series of positive rules, which are at all events intelligible and complete, have practically superseded it. For instance, when a judge has to deal with a case of death inflicted in the commission of a felony, he does not explain to the jury the difference between express and implied malice, but tells them broadly that to inflict death in the commission of a felony is murder, and the same course is taken in the case of resistance to officers in the execution of their duty, &c. In short, though the law has not been expressly codified, it has worked itself by degrees into a system which has some of the advantages of a code, as it admits of being thrown into the shape of a set of positive rules which have been established by a vast number of cases. Pass an Act of Parliament declaring that "express malice aforethought to be found as a fact by the jury" is to be a necessary ingredient of murder in the first degree, and this advantage will be entirely given up, and the old legal fictions will all be revived.

Coke expressly says that poisoning, where no special grudge is proved, is a case of implied malice; and Hale says that malice is implied in all cases, unless its absence can be shown. Hence, if Coke and Hale are to be authorities at all, the law as proposed to be altered by the commissioners will be that all murders are to be assumed to be murders in the second degree, unless the particular grudge between the parties can be proved, or unless the crime is committed in the perpetration of one of the other crimes mentioned. Surely this is an absurd result. If, however, it is the result which the commissioners wish for, their recommendation, instead of using the obscure phrase "express malice aforethought," should substitute its equivalent, when their recommendation would be expressed thus: "The punishment of death should be retained for all murders deliberately committed, for which there can be assigned some definite motive of ill-will towards the person murdered, to be found as a fact by the jury." A definite motive of ill-will must be what Coke and Hale meant by express malice, or they would never have defined implied malice as they did.

When the proposition is thus stated in plain words, it implies, in the first place, that murders may be deliberately committed without any definite motive of ill-will against the person murdered (which seems remarkable); and, in the second place, that the punishment of a murderer is to depend on the degree of knowledge which the jury may be able to attain of the state of his feelings before he did the act. Surely common sense tells us, that if one man intentionally kills another, it does not matter what his motive is. If it were benevolent—if he wished to send the man to heaven, or to rid him of a painful and lingering disease—that ought to make no difference, unless everyone is to have the power of life and death over all his neighbours.

It may indeed be that the effect of the proposed enactment would be to remit it to the jury in every particular case, to say whether or no the circumstances of that case exhibited what they would call express malice aforethought. It appears probable that this was their meaning, as otherwise, they leave the question of the provocation just as it is. If this is the intention, the effect would be very similar to that of the French system of extenuating circumstances, which is one of the worst and weakest parts of their law. If such a power were given to the jury, they would become, not judges of the fact, but depositaries of the Crown's prerogative of mercy, and this they would have to exercise under the pressure of vehement and eloquent appeals to their passions.

If proof of this is required, it is to be found in the way in which the law relating to extenuating circumstances has worked in France. It is a constant occasion of ignominious compromises. The jury constantly convict with little or no evidence when their passions are aroused; and find extenuating circumstances in cases of the worst kind of guilt, if their sensibility happens to be worked upon either by the speeches of advocates, or by any romantic circumstances in the case itself. The introduction of sentiment and romance into the administration of any branch of the law is an immense evil, and this would be the direct and inevitable consequence of introducing into our own system the change proposed, if I have rightly conjectured its meaning.

He then shows, at considerable length, that the second class of crimes, which the commissioners propose to describe as murders of the first degree, viz., "murders committed in, or with a view to, the perpetration, or escape after the perpetration, of murder, arson, rape, burglary, robbery, or piracy," is quite as arbitrary as the old law, and likely to work great injustice both in what it includes and in what it excludes.

He gives several illustrations of this, of which we select one, not because it is the most forcible, but because it is the shortest:—

A., B., C., D., E., and F. are in custody—A. for a night poaching affray in which several keepers and poachers have been maimed for life; B. for extorting money by threats; C. for wounding with intent to do grievous bodily harm, having cut out a man's eyes; D. for setting fire to a stack of beans in a solitary field; E. for a burglary, consisting in opening the door of a shop at 9.15 on a summer's evening to steal a penny loaf; and F. for robbing a drunken man of a shilling when he himself was drunk. They find means to break out of prison, and escape together. They meet a warder, who opposes them. One pushes him down, and he dies. The push in law is the push of all, and the crime is murder in the second degree in A., B., and C., and in the first degree in D., E., and F.; and this is the result of a proposal intended to mitigate the unreasonable severity of the law as it exists.

Mr. Stephens next considers the arguments which induced the commissioners to give the preference to this scheme rather than abrogate the present law of murder, and start afresh with a new definition.

These arguments are three in number.

The first is that the measure proposed by the commissioners "involves no disturbance of the present distinction between murder and manslaughter."

This would be an excellent and indeed conclusive argument if the distinction in question were sound; but considering that the unsoundness of the distinction is the foundation of all the proposals of the commissioners, it is difficult to understand the force of the argument. I should have thought that if the present distinction between murder and manslaughter was arbitrary, intricate, and unreasonable, it ought to be "disturbed" at once to any extent that might be necessary to make it natural, simple, and reasonable. On no account, say the commissioners. To "disturb" an existing distinction is unreasonable, and an evil itself. The right way to get rid of its inconveniences is to set up a second absurd distinction, the effects of which will probably, or at least possibly, neutralise those of the first.

The second argument is, that the proposal in question does not make it necessary to remodel the statutes relating to attempts to murder.

This at least has the advantage of being an intelligible argument. But a very little attention to this matter will show that the argument put forward by the commissioners as an objection to the scheme is in truth one of the strongest arguments in its favour.

If murder had been properly defined in the first instance, all attempts to murder might have been punished as crimes involving the same or a similar amount of guilt; but the extreme latitude of the definition of the offence itself led to one of the strangest and most characteristic results in the whole range of our criminal jurisprudence. Attempts to murder fall under the provisions of sections 11-15, both inclusive, of the 24 & 25 Vict. c. 100:—

s. 11 punishes with penal servitude for life or less, or imprisonment with or without hard labour for two years or under, the administration of poison, or wounding with intent to murder.

s. 12 inflicts the same punishment on those who, with the same intent, destroy or damage a building with gunpowder.

s. 13 inflicts the same punishment on those who, with the same intent, set fire to or cast away a ship.

s. 14 inflicts the same punishment on those who, with the same intent, attempt to administer poison, or shoot, or attempt to shoot, or attempt to drown, suffocate, or strangle.

s. 15 inflicts the same punishment on those who, with the same intent, "shall, by any other means than those speci-

fied in any of the preceding sections," attempt to commit murder.

This is the statute which the commissioners do not wish to "remodel." If there were not other instances of the same sort of ingenuity in the other Consolidation Acts, it might perhaps be a pity to abolish what would deserve to be considered as an unrivalled specimen of the art of botching. But it is only as a curiosity of clumsiness that the present law deserves any kind of respect. The way to remodel it is simply to repeal it altogether, and to substitute for it the following enactment:—"Whoever shall attempt to commit murder or manslaughter shall be guilty of felony, and shall," &c.

If murder were reasonably defined, there could be no objection to this.

The third argument is, that the proposed change will not "interfere with the operation of those treaties with foreign powers which provide for the extradition of fugitives accused of that crime."

It has been lately decided that the law which is to be applied in the case of extradition, is the law of the country which delivers up the criminal. Hence, if the Americans demanded the extradition of a person accused of murder, it would be necessary to consider whether he was a murderer by our law.

It cannot surely be seriously contended that the treaties with France and America bind us not to modify, in any degree, those parts of our municipal law to which the treaties refer. If this were so, by what right did we, in 1861, recast the whole of our law of bankruptcy, and especially alter entirely all the provisions constituting offences against the bankruptcy law, when we had a treaty with France for the extradition of "fraudulent bankrupts?"

Mr. Stephens next proceeds to give suggestions for a new definition of murder, taken for the most part from the Indian Criminal Code, the practical success of which, he says, "has been fully equal to its theoretical merits." He lays down certain propositions which he describes, "not as definitions, but as illustrations of the ease with which a definition might be framed." It may be interesting to our readers to conpare these propositions with the provisions on this subject in the new Penal Code of New York: we therefore present them in parallel columns:—

Mr. Stephen's Propositions.	Penal Code.
1. Homicide is either accidental or justifiable or criminal.	s. 237. Homicide is either (1) murder, (2) manslaughter, (3) excusable homicide, or (4) justifiable homicide.
Accidental and justifiable homicide are sufficiently ascertained by the law as it stands.	s. 241. Homicide is murder in the following cases:—
2. Criminal homicide is either murder or manslaughter.	1. When perpetrated without authority of law, and with a premeditated design to effect the death of the person killed or any other human being.
3. Murder is criminal homicide committed without provocation, and either with an intention to kill or with an intention to inflict bodily injury or violence likely to cause death, coupled with indifference whether death is caused or not.	2. When perpetrated by any act immediately dangerous to others and evincing a depraved mind, regardless of human life, although without any premeditated design to effect the death of any particular individual.
4. Manslaughter is criminal homicide committed without either of these intentions, or with either of these intentions, but under provocation.	3. When perpetrated without any design to effect death by a person engaged in the commission of any felony.
5. Provocation is conduct likely to cause uncontrollable passion in an ordinary man.	s. 242. A design to effect death is inferred from the fact of killing, unless the circumstances raised a reasonable doubt whether such design existed.
Acts are said to be done "under provocation" only if the person committing them is, in fact, thrown by them into an uncontrollable passion, and does the act whilst so deprived of self-control.	s. 245. Homicide perpetrated by an act eminently dangerous to others, and evincing a depraved mind, regardless of human life, is not the less murder because there was no actual intent to injure others.

Then, after definition of manslaughter in the first degree (nearly corresponding to manslaughter by English law), there comes the following provision.

s. 252. Every killing of one human being by the act, procurement, or culpable negligence of another, which, under the provisions of this chapter is not murder, nor manslaughter in the first degree, nor excusable nor justifiable homicide, is manslaughter in the second degree.

And by s. 259 manslaughter in the second degree is punishable by imprisonment for not more than four years, or a fine not exceeding 1,000 dols. or both; whereas manslaughter in the first degree is, by s. 251, punishable by imprisonment for not less than four years.

Mr. Stephen then compares the working of his propositions with those of the Commissioners in detail, winding up with the question of resistance to lawful arrest. This, he says,—

When death ensues will, according to the commissioners, be murder in the first degree only if there is "express malice found as a fact by the jury," whatever that may mean. According to my propositions, the question of murder or manslaughter would turn on the intention to kill or do grievous bodily harm, coupled with indifference as to the result, as there would be no provocation. To shoot a policeman dead with a pistol when he tried to restore peace, would be murder; to kill him by a blow neither likely nor intended to cause death, would be manslaughter. According to the suggestions of the commissioners, all these cases, however atrocious, would be murders in the second degree.

I have thus compared the propositions which I suggest with the cases decided and with the proposals of the commissioners. There can be no more searching test of their soundness; at all events the comparison will enable anyone to judge for himself as to the present state of the law, as to the degree in which it is likely to be improved by the adoption of the suggestions of the commissioners, and as to the degree in which it ought to be improved by a change which, if it looks a little bolder, is in reality much more prudent (witness the question of provocation), and more likely to put the whole matter on a simple and rational footing.

This is of course but the barest outline of the pamphlet in question, but it is, we hope, sufficient to give a reasonably clear idea as well of the learned author's conclusions as of the means whereby he arrives at them.

The following paragraph appeared in Wednesday's papers:—"The death was announced yesterday of Mr. Wilkinson Mathews, Q.C., who has for many years past held a high position at the Chancery bar."—Mr. Mathews was called to the bar by the Honourable Society of Lincoln's Inn in Trinity Term, 1810, and was called within the bar in 1842. He was, we believe, at one time, an Equity barrister, but he has not practised for, at least, fifteen years, and even when in practice, his business was principally confined to conveyancing.

Although the Report of the Jamaica Commissioners has not yet been published, yet, if we may judge from Mr. Cardwell's answer to Mr. Torrens, given in our Parliamentary Reports this week, it appears to be unfavourable to the Governor and other authorities there; at least the Colonial Secretary clearly intimates that if the evidence bears out the report he will advise the Queen to *veto* the Indemnity Bill passed by the Colonial Legislature.

The flag at the Town Hall, Liverpool, was displayed at half-mast on Wednesday in consequence of the death of Mr Laurence Peel, of the firm of Miller & Peel, solicitors, Watson's-chambers, Harrington-street. Though in one sense he was a public man, he was not prominent in the management of public affairs. Mr. Peel was a nephew of the late Sir Robert Peel. He was never married, and he died at his residence, at St. James's-road, on Tuesday, after an illness of some months duration. He was about 65 years old.

The Registrarship of the Royal College of Arms, with which is combined the office of "Somerset Herald,"

has become vacant by the death of William Courthope, of the Middle Temple, barrister-at-law. Mr. Courthope had held the office for many years.

THE RAILWAYS CLAUSES ACT, 1866.

If there be any truth in the loud and reiterated clamour for reformation of our Parliamentary system of authorising railways, the bill for "Consolidating into one Act Provisions applicable to Metropolitan and other Railways," deserves the very careful attention of Members of the House of Commons. The interest of it does not touch merely lawyers and landowners, but materially affects the happiness of the metropolis, and an act of this kind carefully drawn might be a Gospel to London, declaring that the carriage ways of Tyburnia should be broken up no longer, and that Mr. Hughes's working-man might live in peace.

The main body of the Bill as it at present stands is occupied with clauses regulating the mode in which railway works are to be carried on in the metropolis, the manner in which streets may be broken up, the mode of constructing bridges, and such like matters. A melancholy interest attaches to one series of these regulations, which contains a clause that every bridge carried over any street within the metropolis "shall be made ornamental" to the satisfaction of the Commissioners of Sewers or the Metropolitan Board of Works. One reflects that here even the omnipotence of Parliament must be at fault. The dark iron box that crosses Ludgate Hill and destroys one of the most picturesque of the many picturesque street views of old London, was to be "made ornamental." But not in our day is that result possible. Covered with ivy among the ruins of St. Paul's, it may be "made ornamental," in the sketch of that locality by the immortal New Zealander, but not till then.

The Bill further provides for the running of cheap trains morning and evening for the working class, who, for purposes of compensation in case of injury, are, by the Act, to be valued at a sum not exceeding £100 per individual. All claims for compensation for injury to persons travelling in these cheap trains are to be determined by an arbitrator appointed by the Board of Trade, and not otherwise. This last provision cannot but save much expense to the company, but we doubt if it will be equally satisfactory to the claimant, though possibly the Board of Trade may suggest some mode of valuing life and limb more satisfactory than that adopted by compassionate but cloudy-minded juries.

In other respects the working-man does not take much by this bill. Eight weeks' notice of the intention of the company to take any house occupied either partly or entirely by persons belonging to the "labouring classes" (an expression not defined in the bill, or, we may add, anywhere else) is the only other provision made to mitigate an evil which no doubt it is very difficult to see the way to remove.

The second part of the Act relates to railways in general, and except the clause as to notice just referred to, it is chiefly occupied by provisions as to the rates and tolls for carriage. There is one section, however, which affords a crumb of comfort to landowners whose fields are liable, as the law now stands, to be for years deformed by the cuttings and embankments of unfinished railway works. Section 48 of the bill before us inflicts a heavy penalty for non-completion of branch lines by existing companies, unless it appears by the certificate of the Board of Trade that the company were prevented from completing the line by unforseen circumstances beyond their control; but the want of sufficient funds is not to be deemed a circumstance beyond their control within the meaning of the section. This clause cannot but have a useful operation, and may make even the directors of the London Chatham and Dover Railway Company serious.

But there is one section of the proposed Act which ought, we think, to alarm equally the dwellers in and near London, and every shareholder in the many railway companies which cut through or burrow under it. Clause 36 enables metropolitan railway companies, where they hold superfluous land within the metropolis, "to grant leases *for building* or other purposes," with the widest possible discretion as to the term, the rent, and the uses of the land. Every metropolitan railway company will thus become a land speculator, and while the shareholders may not unreasonably complain that their investment was not in that most speculative security—building land,—the landowner, "*spatiis inclusus iniquis*," within the limits of deviation, is a sadder case still. That the inheritance of our fathers should be taken for a great public purpose, to the end that we and all the world should travel easily and cheaply, is bad enough. But that it should be taken for "a garden of herbs," and that the lessee of some despotic company should cover our park with ill-built villas, or run up a music-hall on our lawns, cannot be mentioned without angry thoughts. The Law Reports are not without warnings of the eagerness with which railway companies rush into land speculations and lend the aid of their compulsory powers to the desire of laying field to field. The recent cases of *Vane* v. *The Cockermouth, &c., Railway Company*, 13 W. R. 1015, and *Galloway* v. *The Mayor, &c., of London*, 2 D. J. S. 213, 13 W. R. 701, 10 S. J. 634, may be cited as illustrations of this tendency. But if to this enabling clause be added the powers conferred by the 32nd section of this bill, which gives metropolitan companies large powers "*to make new streets*," (!) and apparently contemplates rows of houses actually built by the company, the dread of railway domination over London and Londoners does not seem much lessened by this bill.

Lastly, it is much to be regretted that the bill has no provision as to the law regulating tunnelling. The Lands Clauses Act of 1845 never contemplated lines of railway running *under* great cities, and there are at least two questions connected with the subject quite unsettled. The present Lord Chancellor, in the case of *Sparrow* v. *The Oxford, &c., Railway Company*, 2 D. M. G. 94, seems to have thought that a company tunnelling under part of a house or manufactory, must purchase the whole under section 92 of the Lands Clauses Act, 1845. The Vice-Chancellor Wood, however, in *Pinchin* v. *The London and Blackwall Railway Company*, 1 K. & J. 34, 3 W. R. 125, thought the rule liable to many exceptions. Again, the case last cited contains conflicting *dicta* on the original hearing, and on the appeal (5 D. M. G. 851) on the question whether a company must purchase land under which they tunnel, or whether they need only pay for damage actually caused by the works.

Since this article was in type the bill, as amended in committee, has been printed, but the modifications, which are but few, certainly do not in any way limit the large powers proposed to be given to railway companies.* On the whole, this bill seems only partially to meet the evils against which it is directed, while some of its provisions appear to us absolutely mischievous. Meanwhile we desire to call attention to the measure as one of considerable importance and not without great difficulty in carrying out.

OUGHT RAILWAY COMPANIES BE EMPOWERED TO CARRY PASSENGERS BY SEA?

Railway companies are, at present, prevented by one of the standing orders from obtaining powers to own or use steamboats for purposes of river or seagoing traffic, except on a special recommendation by the committee to whom their bill is referred. This standing order appears to be most wise, and unexceptionable in point of its public policy. It was fixed, indeed, at a time when there existed a greater number of reasons for its establishment than can be urged at present. But, though some of the time-honoured restrictions on

* On the most objectionable clause contained in it, some further remarks will be found elsewhere in our columns.—Ed. *S. J.*

private and joint-stock enterprise have been removed since the first date of the standing order referred to, yet there is in its own nature, and, independently of any alteration in our mercantile law, an inherent necessity for its perpetuation. We refer to this matter at present because there is little doubt that railway directors will make a bold attempt to have this standing order abrogated before the end of the present session, so as to place travellers by sea, as well as by land, at the mercy of an amphibious and unconscientious monopoly.

Prior to the legislative recognition of the principle of limited liability in 1855–6, no railway director was hardy enough to contend that a railway company should be privileged to run steamers. For, as such companies were invariably formed on the principle of limited liability, they would compete on unequal terms with companies not enjoying this privilege. It was readily conceded during the continuance of this state of the law that railway companies should be confined to the province for which alone their exceptional privilege of limited liability was granted them. The common law restriction against the formation of companies with limited liability is usually assumed to be the main, if not the sole, justification for the 142nd standing order; and, as any company may now register with limited liability, it is contended that the original reasons which led to the adoption of the standing order referred to no longer exist.

A select committee of the House of Commons was appointed in 1864 to consider this matter; they argued in the manner stated, and, accordingly, reported in favour of the abrogation of the 142nd standing order. If it rested only on the ground mentioned we should necessarily concur with the committee. Indeed, too much importance has been attached to that plea. For, although limited liability has its advantages, it has its drawbacks also; and, just in the degree in which it constitutes the type of joint-stock associations, it has likewise the drawbacks incidental to that species of mercantile enterprise. A joint-stock company is no match for an individual trader in any of the ordinary paths of mercantile life, especially in the retail trade; but *à fortiori* a limited company can never succeed in such matters, because the shareholders, knowing that their liability is limited in any event, prefer attending to their other concerns, trusting to the honesty and sense of the directors. Consequently, the limitation of liability always enjoyed by railway companies, although a ground for the protection of individuals or unlimited associations from the unnecessary encroachments of railway companies, has been, we think, estimated at more than it is worth in respect to the particular matter under consideration.

Similar in principle to the limitation of liability is the possession of large capital by a railway company in respect of the power it gives it of crushing private competitors. The advantage of a large over a small capital is *cæteris paribus* undoubted, but this advantage is legitimate, and, as the committee observed, no reason "can be assigned for excluding railway companies from the use of steamers on the score of their superior wealth, that might not equally be appealed to for the protection of individual shipowners or small firms against the competition of more powerful rivals in their own line." It is a common fallacy to estimate the merits of an opinion by the arguments advanced in its favour by a particular holder thereof; it is also a common fallacy to assume that your adversary uses weak arguments in order to gain the day on paper. The committee dwelt with scrupulous care on the foregoing alleged arguments of the steamboat companies, but the merits of their report must be independent of the logic of their adversaries as long as there are no facts in dispute.

Let us now examine the matter on its own merits.

The general cultivation of political economy as a science has produced the greatest social revolution of the present generation. The doctrines of this science are fundamentally so simple, and withal lead to such refined deductions on important national questions, such as duties on exports and imports, general taxation, the exchanges, rate of interest and currency, &c., as to entitle it in the strictest sense to the designation of a pure science. "Mixed," indeed, is its heading in encyclopœdias, but this is really an incorrect nomenclature; since most of the speculations contained in ordinary treatises on political economy are *dehors* the laws which regulate the distribution of wealth. Our universities, too, have, though tardily, recognized it claims on their regard, and undergraduates are now everywhere indoctrinated with its latest novelties. The province of international law and of government generally has been placed in a clearer light by a scientific study of the principles of trade than any degree of *a priori* disquisition, even if it were not tainted with political prejudice, could effect; and, though no considerations of public utility can, while human passions exist, prevent the frequent occurrence of war, yet if the doctrines of political economy were accepted by all nations as the innate dictates of humanity and civilization, much would be done toward extending the blessings of peace.

It is always easy to decide on the general expediency of a rule of trade or contract. If it abridges private freedom it is demonstratively injurious to the national interests. The great author of society has poised its cumbrous frame with as simple forces as those which control the physical world, any attempt to interfere with which is almost an act of impiety. If this were not so, we might deny that philosophy had any application to matters depending upon men's varying hopes and wishes; we might shudder for the cause of civilization.

The limits within which a monopoly should be confined are implied in the maxim that trade and contract should be free. Assuming that a case is made out for a monopoly, then it should be restricted to that purpose for which the monopoly has been shown to be necessary. Any evasion of this limit will be a direct contradiction of our postulate respecting the freedom of contract. Indeed, it is not so easy as is commonly supposed to make out a case for a monopoly, and, at the present day there is every reason to think that if any company, who might choose, were allowed to make a railway, they would get the consent of the proprietors of the requisite land for nearly the sums paid them on the present system of compulsory purchase. At all events, there is no reason for prohibiting any persons from making a railway if they obtain the consent of the owners of the land, and leave the public thoroughfares unobstructed; nor, as we take it, does any such prohibition obtain. However, granting that it is necessary to confer exclusive powers upon particular persons or companies; the object of conferring such exclusive powers correctly points out the extent to which they should reach.

Numerous calamities besides those obvious to an *à priori* scrutiny, will result from extending a monopoly beyond the bounds stated. For instance, let us suppose that the 142nd standing order was repealed, and that railway companies could run steamers *ad libitum*, who can doubt that they would run them to suit their own traffic, and thus annihilate other competition, or, at least, render it precarious in the extreme. The committee considered this objection, but met it by the fact that few important towns are on a single line of rail. Amalgamations, however, are not unknown in the railway world, of which the proposed union of the London Chatham and Dover and the South-Eastern is a colossal instance. It is in this monopoly of a thoroughfare by land that the peculiar danger of railways to the shipping interest consists. If they were mere joint-stock companies, we care not with what amount of capital or with what limitation of liability, the general principles of free trade forbid us to augur any detriment to the public interests from any extension of their operations; but it is on the monopoly of land carriage that the 142nd standing order is founded, and as long as that monopoly re-

mains, so long ought the said standing order to be continued also.

This monopoly of carriage by land would be a motive to the railway companies to run steamears even at a loss until they had annihilated private competition. The West Hartlepool Company actually acted in this manner, although the enterprise of the directors was, on the whole, unsuccessful almost beyond precedent. Once private competition is got out of the way, railway directors would doubtless raise the scale of charges as high as the traffic by sea would bear.

The committee appear to think that the Legislature could prevent the imposition of any exorbitant rates by sea, just as they prevent such an imposition at present by land. But not to refer to the needlessness of thus extending railway monopolies, and the functions of legislators on private bills, it would, in fact, be exceedingly difficult for the Legislature to find a standard for laying down a scale of charges, if once a railway company had driven private competition out of the way.

All the advantages, without any of the drawbacks, of railway companies running steamers, may on the present system be secured by an arrangement between independent packet companies and railways. Through booking and an absence of petty charges, as well as the other advantages of a single management, are at present available to the public. We regret, indeed, that greater punctuality in the arrival and departure of trains than the decided cases have held to be necessary is not enforced by the law; but the fact is, that we are drifting into a railway despotism. We are already in the power of railway directors to a greater extent than we desire, and we think that every attempt to extend their functions as carriers, or to limit their liability to the public, ought to be opposed on the grounds of principle, expediency, and experience.

LAW REPORTING.*

No. IV,

(*Concluded from vol. 9, p. 374.*)

Persons who have not tried reporting much themselves generally think, we believe, that all judgments, supposing them to be equally able, can be equally well reported; that is to say, that if the reporter's work is equally well done in each case, the report will always come out equally clean and with the same attractiveness to the readers. But reporters themselves soon discover that this is a mistake; that a judgment may be very able indeed, powerfully reasoned, in an excellent form—perhaps the best—for the settlement of the controversy and for the comprehension of the Court and counsel below, and yet one which, in the exact form in which it was delivered, can never be made part of the report, and leave the report clean.

The matter has no connection with the essential merits of the judgment, nor with any of its merits, but has reference solely to its special capability of being presented in a certain way, that is to say, in a reporter's way, the only way he has; in other words, the matter has reference to its special capacity of being presented with effect when it is preceded by that by which it was not preceded when written and delivered, to wit, by a reporter's statement and abstract of the argument of counsel.

What is meant is this—Most persons have doubtless observed that there are two different manners of treating questions in judicial opinions; in other words, that judicial opinions cast themselves into one or the other of two different and principal moulds. When the judgment is written in the first mode, the judge, before he begins to write at all, has probably sat down and perfectly settled the case—*i. e.*, the acts of the controversy—in his brain, discarding every thing irrelavent, seizing every thing material, anda rranging, just as does a good reporter, the "case" in an exact order. Sometimes he will write it out in a form purely narravent. But whether he has written the "case" out, or has only conceived it mentally, that case—the facts we mean—is always before him, always in his mind. Then he will give an opinion on that case. This opinion is necessarily much in an abstract form. It enumerates, declares, reasons abstractly on, something assumed as known, and interpellates or calls back facts scarcely at all. The opinions of the late Chief Justice Gibson, of Pennsylvania, and those of the present Mr. Justice Grier, of the Supreme Court of the United States, almost invariably present illustrations of this class of opinions. So, too, in transcendant perfection, did those of the great Chief Justice Marshall.*

Then there is the other form of judgment, a kind of reversed order from the first one. In this other or second form the judge does not, primarily or at all, settle the case in shape anywhere. He has, in this form, in his mind certain propositions or principles of law, and refers to or states them with more or less distinctness, and then states or argues the facts in such a way as to show that, when tested by these principles, certain conclusions, the conclusions of the Court, follow. Of course the judge uses facts, but he uses them in a different way from what they are used in the first form. Sometimes, usually where he has assumed his propositions of law, he will state the facts argumentatively; sometimes, usually where he states his propositions of law, more narratively; while, sometimes, the form is narration and argument at once. But, however presented, the facts will be presented by the judge, only to show that they make a case which does come, or does not come, within the propositions of law which he has assumed or stated as true ones. There are cases, no doubt, of excellent judicial magistrates whose judgments are found, more or less, cast in this mould;† though, in general, it does not belong to the highest order of the judicial mind. The first form compels the judge, first, to a clear notion of the facts in a consecutive shape; and, secondly, to an enunciation, in an abstract form and in a place perfectly separated from facts, of the principles of law which he supposes to govern. In this form judicial blunders in either the conception of the case, or in the conception of the law on it, are easily detected, and capable of easy exposure. In the other or second form, everything is held more "in solution," and may be held completely so. Hence error is not so easy of detection. The "precipitate" must first be made.

The first form is the form and the only good form for the reporter. This form can always be elegantly reported, and yet reported exactly as delivered. If a statement has been thoroughly well written out by the judge, all the reporter has to do is to open the judgment at the point where the statement ends, interpose the argument of counsel, go on with the judgment proper, introducing the words "after stating the facts, said," and the report is perfect—"without o'erflowing, full." If the judge has conceived his case but mentally—we mean without writing it out—then, of course, the reporter must write it out for him. But in either way every word that the judge has said can appear in the report, and the report be yet thoroughly clean. We are supposing, of course, if the judge does not write the case out, that the reporter is competent for his duty and does it well for him. But when a judgment is written in the second of the forms we have spoken of as the two into which judgments cast themselves, it never will or can come out clean in the report, unless the reporter takes upon himself to transform it into the first form. The cause of the difficulty is that the facts are, in effect, twice stated—once in the reporter's statement, where they must be stated in order to make the arguments of counsel intelligible, then again in the judgment. And the difficulty is not cured

* From the *Legal Intelligencer*.

* This form of judgment is the one almost invariably employed by Lord Justice Turner, at any rate when judgment is reserved, and his Lordship delivers a written judgment.—Ed. *S. J.*

† The judgments of Vice-Chancellor Wood, *as delivered*, are almost invariably in this form.—Ed. *S. J.*

by the fact that the reporter states these facts narratively only, all together and consecutively, while the judge uses them argumentatively, in different places, and no more fully than his purpose requires. With all these distinctions, the reader, when he comes to the judge's portion of the work, finds as judgment what in substance he had read as statement, and the consequence is that the same judgment, which, when delivered from the bench was perfect, when read in the report is not so. It is now disparaged by what goes before it; in other words, that which was very good by itself—good for its then purpose at least, to wit, a decision of the case—becomes bad when preceded by that irrespective of which it was written and delivered. At the same time the facts being stated argumentatively, and interfused or interlaced through the judgment, cannot be got out without such a thorough remodelling of the whole judgment as few reporters can or will venture upon; they are part of its texture.

This latter form of judgment, as we have said, is often, and indeed usually—if it comes from a clear-headed and able man—an admirable form for the purpose of the special suit, and it is the most natural form in all equity and admiralty cases, which, turning as this class of cases mostly does, much on facts, do not ordinarily invite the judicial mind to the illuminated heights of abstract reasoning. It is the form which a *nisi prius* judge constantly adopts, it being indeed the very best form of delivering a charge to a jury. But in equity and admiralty cases, as in all others, the reporter can never bring the report out elegantly, when that form is very marked, as the intelligent reader, especially if he has sometimes tried reporting, will be prompt to see. Indeed, in all this last class of cases the judgment proper, if the matter were reduced to the first or more scientific form of a "case," and a judgment upon it, would be comprised in a half dozen words. The judicial duty would be to state narratively what the Court assumes from the conflicting testimony as the exactly material facts of the case—for in cases of contested facts the reporter can never know till he hears it from the Court itself, what state of facts, in other words, what "case," the bench has assumed as the true one—and then to let the reporter use that statement as his. The judgment proper would then be simply, "Upon these facts the plaintiff (or the defendant) has "no case."*

Equity and admiralty cases, however, frequently present principles of science—great principles sometimes—and in such cases the facts can be stated as assumed from a mass of contradictory evidence, and be reasoned upon exactly as are cases at the common law.

The difficulty here is between the science of the law, or jurisprudence generally, on the one hand, and the parties to the suit, or justice specially, on the other; for to science it is wholly unimportant whether the facts are correctly or incorrectly assumed, so long as it clearly appears what are the assumed facts on which the judgment is based; while to the parties, or to the justice of the case, a correct assumption of the facts is of vital interest, of an importance just as fundamental as that the law itself which arises upon them should be rightly conceived and delivered.

The late Mr. Hargreave, Judge of the Landed Estates Court, was well known as a mathematical scholar and contributor to scientific periodicals. He had recently completed a work on "Equations" which will shortly be published.

* Hence we may remark, by way of corollary, it is plain that in a vast proportion of the suits of the kind just mentioned—equity and admiralty suits—the real questions are questions of fact, and that the only difficulty is to settle the facts. A further corollary is that such cases are not worth reporting at all. And if judges would in these cases simply state without arguing—by which we mean attempting to prove them—what they conceive or assume to be the facts, the worthlessness of most of this class of cases to the cause of science would be at once apparent. It is not always and so evidently apparent, when the judge throws the opinion into the other or second form of which we have spoken; for the necessity of a narrative—by which we mean an unargued statement of facts—is not so strikingly obvious. —Ed. *L. J.*

LEGAL NOTES FOR THE WEEK.

[The notes of cases under this heading are supplied by the gentlemen who report for the *Weekly Reporter* in the several courts.]

PRIVY COUNCIL.

March 17.

TARAKANT BANERJEE *v.* PUDDOMONY DOSSEE AND OTHERS.* —This was an appeal from a decree of the late Sudder Dewanny Adawlut of Bengal, affirming a decision of the Zillah Court at Dacca, which dismissed the plaintiff's suit.

The case was somewhat complicated by reason of the long continuance of litigation between different parties, and the conflict of claims in two different concurrent suits, but the material facts were as follows:—In 1814 a litigation was commenced between the zemindar and three persons named Rearjooddeen Mahomed, Fyrjooddeen Mahomed, and Mahomed Cossim, termed the moonshees (a description which for the sake of brevity it will be convenient to adopt). The moonshees complained that they had been dispossessed by the zemindar of 1384 beegahs 14 cottahs of land, described as jote, set out by fixed boundaries, and situate in certain mourjahs or kismuts, called respectively Narainpore, Khoondkarkandee, Goonerkandee, and Kuddumpoor (being the lands claimed in this suit), together with other lands, all of which were, they alleged, of jote tenure (which is a dependent tenure within a zemindary); the zemindar denied that to be so, and claimed them as part of his zemindary. At this time the moonshees were possessed of a talook called Ootur-narainpore, paying revenue direct to Government; and throughout their litigation with the zemindar, during their claim to the one property and concurrent possession of the other, they insisted that these lands were included in their jote tenure, and made no claim to them as included in the talook; proof of this inclusion in the talook would have been a complete answer to the claim of the zemindar, and would have freed them from dependence on his title and the risks attendant on a subordinate tenure.

The moonshees succeeded in that litigation, and the decree in their suit declared the lands to be part of the jote tenure, and limited the zemindar's claim to a title to assess them for rent. The zemindar appealed against this decree, which was however affirmed, and an ameen was ordered to give possession of the lands to the moonshees, which was accordingly done in the usual way. Previous to the year 1826, the rent of the jote tenure fell into arrear, the zemindar sued the moonshees for rent, recovered in the suit, and the jote tenure was sold in satisfaction of the debt due under this decree, on the 10th June in that year, to one Juggutchunder Rae, who, by force of his purchase, acquired all the rights of the moonshees in the jote tenure and stood in the same relation to the zemindar as the moonshees had formerly stood. The tenants attorned to Juggutchunder's title. The appellant's title was derived from him under two intervening private sales, one by Juggutchunder to one Ramdhone Sircar, and the other by the sons and heirs of Ramdhone to the appellant. The moonshees then disputed the title of the auction purchaser to have these lands included in his purchase; claiming them as included in their talook. But the Court ordered the purchaser to be put in possession, which was done in the regular mode on the 5th August, 1839.

About the year 1841 a decree was made in another suit which had been pending between the moonshees and the mortgagee of their talook, by which, as between him and the moonshees, it was adjudged that the lands said to be included in the jote tenure were in fact within the talook, but the jote tenant was not a party to the suit, and, therefore, was not bound by this decision. The mortgagee, however, obtained execution of the decree; but in its execution a conflict arose between the purchaser of the jote tenure and the mortgagee as decree holder, each party claiming the same lands, but the jote tenant being in possession.

It appeared, however, that the ameen did, in effect, attempt to disturb the possession of the jote tenant, and that he took fresh cabooleuts from the cultivators who had before attorned to the jote tenant under the direction of the Court. The Court, however, on complaint being made by the jote tenant, directed in substance the cancellation of the new cabooleuts. There was no evidence of any subsequent change of possession till the 18th November, 1845, when a Decree of the Sudder Court was pronounced in a summary or miscellaneous suit, by which the jote tenant was turned out of possession, and the jote lands ordered to be restored by him to the talookdars.

On the 28th August, 1856, the present appellant commenced proceedings to recover the lands, and also to reverse the last-mentioned order of the Sudder Court. The Zillah Court dismissed this suit of the plaintiff on two grounds—first, that it was barred by the law of limitation, and secondly, that the matter had been decided adversely to the plaintiff's claim in the former suit, by which the Court adjudged him to be bound. The Sudder Court,

* Present—Knight Bruce, L.J., Turner, L.J., Sir J. W. Colvile, Sir E. V. Williams, and Sir Lawrence Peel.

on appeal by the present appellant, decided the case against him on the law of limitation only, and expressed no opinion on any other point; but the decision of the Sudder Court on the law of limitation proceeded on a different ground from that on which the Lower Court had founded its decree, dating possession under the adverse title from a time later than that which the Zillah Court had fixed its commencement. The appellant reckoned the time of his dispossession from the 18th November, 1845, the date of the decree for the reversal of which his present suit was brought, so that according to his view of the subject, his suit was brought in time. The Sudder Court carried the adverse possession back to an earlier order of the Court, bearing date the 11th April, 1844, and counting the time of adverse possession from that last date, it held the suit to be barred by efflluxion of time. The Zillah Court, in their judgment, had carried the time still further back to the year 1841, considering that the plaintiff's dispossession was effected by possession having, as the Court considered, been at that time delivered to the plaintiff in the mortgagee's suit already mentioned by one Ramgottee Rae, the ameen delegated by the Court to execute the decree in that suit.

The present appeal was brought from this order.

Sir R. Palmer, *A.G.*, and *Leith*, for the appellant.

There was no respondent's case.

Sir G. TURNER delivered judgment:—(after stating the facts): His Lordship said the committee were of opinion that the possession of the appellant had not in fact been disturbed until within the period of twelve years from the institution of this suit; and that he remained in possession until he was ousted by the decree of the Sudder Court of the 18th November, 1845, which the present suit was brought to set aside; and that the appellant's claim was therefore not barred by the regulation of limitation.

Their Lordships were also of opinion that there was no ground for the respondent's contention, that the appellant was bound by the decree of 1841, pronounced between the moonshees and their mortgagee, who was the present respondent, inasmuch as the jote tenant under whom the appellant claimed was not made a party to that suit.

Their Lordships therefore were of opinion that the decisions of both the Sudder and Zillah Courts ought to be reversed, and directed that the High Court of Calcutta should remand the cause for hearing in the Zillah Court, on the issues, on the merits, other than the issues decided in this court on appeal.

Decree reversed with costs.

Attorney for the Appellant, *T. L. Wilson*.

MASTER OF THE ROLLS.

May 8.

IN RE GARROLD.

Solicitor—Payment of money received by him—Order.

This case was mentioned last week.* It was an application by petition for an order for the payment by the solicitor of the petitioner of a sum of money that had been received by such solicitor.

The petitioner was entitled to certain property subject to a mortgage thereon. The respondent acted as the petitioner's solicitor in completing a transfer of the mortgage and obtaining a further advance on the security of the same property, and in the sale of the petitioner's equity of redemption, and received the money paid in respect of such further advance and sale.

Osborne Morgan, for the petitioner, stated these facts, and asked for an order for payment of the money received by the respondent, less a certain amount the receipt of which the petitioner admitted.

Karslake, for the respondent.—The petition is not entitled in the matter of the solicitor's act, but is presented to the Court simply in its inherent jurisdiction over its own officers. The petitioner must show that the respondent acted as his solicitor. In this case he merely happens to be a solicitor; the money was placed in his hands as the banker, or money scrivener, of the petitioner, and the respondent was to invest the money in any investment so long as it was not of a permanent nature.

No neglect of duty entitles a person to move for a summary decision against a solicitor, unless there is neglect of duty while acting as solicitor. No misconduct is here alleged. The respondent has never denied the title of the petitioner, he is ready to pay on an account being taken, without retaining anything for his costs: *Tylee* v. *Webb*, 14 Beav. 14; *Frankland* v. *Lucas*, 4 Sim. 586; *Dixon* v. *Wilkinson*, 4 Drew. 614; 7 W. R. 351, 624; *Re Shuckland*, De Gex, 454.

LORD ROMILLY, M.R.—The solicitor must pay the money, and the costs of this petition, by the second seal of Trinity Term.

* 10 Sol. Jour. 659.

VICE-CHANCELLOR KINDERSLEY.

May 8.

COX *v.* SLATER.—This bill was filed by the lessee for the specific performance of an agreement by his lessor to grant a lease of a house, No. 5, James-street, Oxford-street, for twenty-one years at a rent of £65, with a premium of £40. This was dated in 1862, and the plaintiff, who was a butcher, with a partner for some time, and subsequently alone, had resided in this house and paid or tendered his rent (as he alleged) until recently, when the defendant had brought an action of ejectment against him. He then filed his plaint in the Marylebone County Court, but the Judge considered that he had no jurisdiction, and this Court was then applied to (14 W. R. 665) but his Honour considered that he could not entertain the application by way of appeal, being made *ex parte*. The plaint was then turned into a bill, which stated the particulars and alleged that the plaintiff was ready and willing to pay the premium. Affidavits had been filed on both sides; those of the defendant stating that he had always had the greatest difficulty in getting his rent, and believed that the plaintiff had compounded with his creditors some time ago.

Hull, for the plaintiff.

Bury, for the defendant, said, that on payment down of the £40, and the last quarter's rent, he was willing to execute a lease. After some discussion,

KINDERSLEY, V.C., said that if the plaintiff would pay into Court, on or before the First day of Trinity Term, the £40 and a quarter's rent, the interim order for the injunction would be made. This was agreed to.

Solicitor, *Scarth*.

FIDDEY *v.* STANWAY.—This was a motion to commit for contempt, and for delivering up of possession of certain premises at East and North Marden, in Sussex. It appeared that in July, 1864, the defendant Stanway was appointed receiver, and George White being let into possession by him, cut timber, which was sold to one Harvey. James Taylor was then appointed receiver in September, 1865, and the motions now made were to commit Stanway for contempt, and that George White do deliver up possession.

Baily, *Q.C.*, and *Rendall*, appeared on the motions.

KINDERSLEY, V.C., made the order for committal, and delivery up of possession in four weeks.

Solicitor, *Fiddey*.

BAIL COURT.

May 4.

GANN v. THE CORPORATION OF HALIFAX.

Woollett had obtained a rule *nisi* calling upon the mayor and corporation of Halifax, acting as the Local Board of Health for the town of Halifax, to show cause why a writ of *certiorari* should not issue to remove into the Court of Queen's Bench a certain inquisition verdict and judgment, had and taken before the Under-Sheriff of the county of York. The inquisition was held for the purpose of assessing compensation in a claim made by one Amos Gann against the said Local Board of Health, in respect of certain lands of his alleged to have been injuriously affected by the execution of the works of the said Local Board of Health. Evidence was admitted at the trial to show that the claimant's property would be eventually increased in value by the works which had been executed, and it appeared that the under-sheriff had not told the jury that they must not consider that improved value as a set off against any damage which the claimant had sustained.

The jury found a verdict for the defendants.

The substantial question was whether the jury had so far exceeded their powers by taking into account a prospective improvement which might result to the claimant's land, and by setting off that improvement against any damage which he might have sustained. That they were acting without jurisdiction, in which case section 145 of the Lands Clauses Consolidation Act, 8 & 9 Vict. c. 18, which takes away the *certiorari* in all proceedings taken in pursuance of that act, would not apply: *In re Penney*, 26 L. J. Q. B. 225, 5 W. R. 612.

T. Jones showed cause against the rule.

Woollett supported it.

LUSH, J., in giving judgment that the rule should be discharged, said that there was nothing in the claimant's affidavits to show that the jury took anything into account which they should not have done, but that, even if the evidence was inadmissible, that would be no ground for granting a *certiorari*, and that he did not think it by any means clear that, even if the jury had taken the improvement in value into their consideration, there would have been such an excess of jurisdiction as to restore the *certiorari*. Rule discharged with costs.

COURT OF QUEEN'S BENCH.

May 8.

EX PARTE EDWARDS AND ANOTHER.

This was an application for a rule calling upon two justices of Upton-upon-Severn to show cause why a *certiorari* should not issue ordering them to return a conviction to the Court of Queen's Bench in order that it might be quashed.

It appeared from the affidavit, upon which the application was moved, that on the 21st of last November, at nine o'clock at night, the applicants were arrested by a constable upon a charge of stealing ferrets, and locked up at the police-station. Upon the following morning they were brought up before the magistrates, and it was proved that each of the prisoners were, at the time of their apprehension, in possession of a ferret. The only evidence of the identity of these ferrets with those which had been stolen was, according to the affidavit, that they were fat and clean. The prisoners applied for an adjournment of the case on the ground that, if time was given them till the following morning, they could prove that they had had possession of these ferrets long before the time at which the prosecutor had lost his. The magistrates refused to adjourn the hearing, and both prisoners were convicted and sentenced to imprisonment.

Griffits, in support of the application, contended that it was an excess of jurisdiction on the part of the magistrates to refuse to adjourn a case, and that, therefore, the Court could grant a *certiorari*, and that, if this was an exercise of discretion at all, it was so unreasonable that the Court would review it. He cited *Turner* v. *The Postmaster-General*, 13 W. R. 89, and Paley on Convictions, p. 98.

LUSH, J., expressed an opinion that as the magistrates had exercised a discretion it could not be reviewed, and said that he did not wish to sanction the notion that magistrates are bound to entertain every application for an adjournment, but that, as the matter was new, he should not preclude the applicants from going to the full Court.

The application was afterwards made to the full Court, where the judges were all of opinion that the rule should be refused.

COURT OF COMMON PLEAS.

May 2.

GILES *v.* WATKINS.

This was a rule to set aside a writ of prohibition to a county court. It appeared that in an action tried in the Ludlow County Court, on 21st of February last, the learned judge, after the plaintiff's case had been opened, requested the defendant's advocate to state his defence, and this the latter refused to do. The judge thereupon adjourned the case for a few hours, and then again insisted on the defendant's advocate stating his case, and again met with a refusal. The plaintiff's advocate then stated that his attendance as coroner was required elsewhere, and he therefore asked for an adjournment to the next court day, which was granted. The judge thereupon, without the consent or knowledge of the defendant's advocate, discharged the jury, and the registrar paid them their fees. On the next court day the case came on again before a different jury, and, as the defendant's advocate refused to appear, judgment was given against him in his absence; and to prevent the execution of this judgment the defendant obtained a writ of prohibition.

Holl, for the defendant, now showed cause against the rule to set aside the writ of prohibition, and contended that the judge had power to discharge the jury only in cases of necessity, or where both parties consented; and that the same jury should have been resummoned on the second occasion.

Gray, *Q.C.*, in support of the rule, admitted that the judge had committed an error in discharging the jury, but contended that, after such discharge, it was for the judge to decide what was best to be done under the circumstances, and that it was competent for him to try with a new jury.

At the suggestion of the Court it was agreed to try the cause anew, and that the defendant should be at liberty to go into a set off, the right to do which had been previously disputed.

Attorneys for the defendants, *Berkely & Calcott*, for *Baxter*, Wolverhampton.

SOUTH SWALEDALE LEAD MINING COMPANY *v.* ROBERTS AND OTHERS.

This was an action of trover for the seal of the plaintiff's company and the register of the shareholders. The defendants were directors of the British and Foreign Mining and Financial Association (Limited). Gibson, the managing director of the mining company, had formerly been a director of the financial company, and through his influence the financial company undertook to place the shares of the mining company, and to allow it to be registered at the same offices. The consequence of this was that the seal and register of the mining company were kept in the offices of the financial company, and were placed in a drawer there by Gibson. The defendants, wishing to put a pressure on Gibson, took possession of the seal and register, for which the present action was brought; they were all present at the time it was done, and resolved by word of mouth to do it, but there was no formal resolution to that effect. The jury gave a verdict for the plaintiffs.

Philbrick obtained a rule, pursuant to leave reserved, for a nonsuit, on the ground that no personal liability attached to the defendants.

Price, *Q.C.*, *Barnard*, and *Warton*, showed cause.

No one appeared to support the rule.

The Court (BYLES, KEATING, and SMITH, J.J.) said that the question did not arise whether the defendants would be personally liable for an act done in their corporate capacity, because no resolution was entered in the books, or confirmed at the next board meeting. It was simply a resolution of the directors present, and would not bind the company. The rule must therefore be discharged. Rule discharged.

Attorney for the plaintiffs, *J. A. Parry*.

COURT OF QUEEN'S BENCH (IRELAND).

(Before LEFROY, C.J., O'BRIEN, and FITZGERALD, JJ.)

PEILE *v.* BROWNE.—*Common Law Procedure Act* (*Eng. s.* 61) —*Garnishee—Attachment of debts—Pension.*—This was an application on behalf of the plaintiff as judgment creditor of the defendant, Colonel Browne, for £769, to attach in the hands of the Secretary of the Metropolitan Police Commissioners the pension payable to the defendant, who had formerly been one of the Commissioners. It appeared that an assignment had been made by Colonel Browne (who resides at Bordeaux) of the pension, and that the Commissioners had been accustomed to act on the assignment. This deed the defendant's attorney had refused inspection of. For the defendant it was relied on that a provision given by the Crown could not be the subject of an attachment order, and that the Act did not apply to such a case as the present.

The Court refused the motion.

Boyd appeared for the plaintiff, *Beytagh* for the defendant.

SYMES *v.* GUINNESS AND MAHON.—*Practice—Costs—Proceeding to trial—Common Law Procedure Act* (*Eng. s.* 101).—This was an application on the part of the defendants for liberty to enter a peremptory order for the payment of the defendants' costs, notwithstanding the demurrer filed by the plaintiff in

January last. Three terms had elapsed since that in which the defence had been filed, and the plaintiff had not proceeded to trial. Notice was served, calling on the plaintiff to go to trial within twenty days. The demurrer was then filed. The question for decision was whether this operated in such a way as to prevent the notice affecting the plaintiff, and to disable the defendants from entering the order for payment of their costs of suit. For the plaintiff it was contended that, as the demurrer went to the whole cause of action, the case was not ripe for trial, and that it was to such cases only that the section applied.

Curtis was heard on behalf of the plaintiff, *Ferguson*, *Q.C.*, and *Owen*, for the defendants.

The Court were of opinion that the plaintiff was not precluded from proceeding to argue the demurrer.

BENNETT *v.* BOYCE.—This was an application for liberty to file additional defences. The action was brought against the defendant as one of the directors of the Marine Hotel Company (Limited), by the executrix of an original shareholder, to recover back the amounts of deposits paid on shares in the company, on the grounds that the prospectus issued in the first instance had not been followed out in the formation of the company. The defences sought to be filed were to the effect that the defendant denied he had been a party to the original prospectus; and that the second prospectus was the only one with which he had to do.

Dowse, *Q.C.*, and *Anderson*, were heard on behalf of the plaintiff; *Palles*, *Q.C.*, for the defendant.

The defences were allowed.

COURT OF COMMON PLEAS (IRELAND).

(Before MONAHAN, C.J., KEOGH, and O'HAGAN, JJ.

HERON *v.* THE HERCULES INSURANCE COMPANY.

Curtis moved, on behalf of the plaintiff, for liberty to draw out of court the sum of £129 6s. 6d., lodged under an order of a judge to the credit of the cause. The plaintiff had sued the company for £500, the amount of a fire policy, but the actual damage was ascertained to have been £245, which the defendants were willing to pay over. After the commencement of the action they were served with attachment orders out of the court of the Lord Mayor of London (where their principal office is), obtained by creditors of the plaintiff. The company thereupon applied for liberty to file a plea *puis darrein continuance*, grounded on the attachment, and it was ordered that the balance of the fund (over and above the amount of the attachments) should be lodged in court to abide the result of a motion to be instituted. The present motion was then made, the plaintiff insisting that the attachments being subsequent to his proceeding they could not charge the funds realised by him in a superior court.

Falkiner, for one of the attachment creditors, produced an order from the plaintiff on the defendants, which he relied on as an equitable assignment of the fund to that extent.

Beytagh, for another creditor, relied on a charging order obtained in the court at Dublin since the money had been lodged in court.

The two creditors who had so appeared were ordered to be paid, the balance to be given to the plaintiff.

O'MEAGHER *v.* LUTHER.

This was an application on behalf of the defendant, Mr. John Thomas Luther, a solicitor at Clonmel, for a conditional order for a new trial. The case had been heard at the last Clonmel assizes by Mr. Baron Deasy. The action had been brought to recover £300, borrowed some years since by the defendant for the plaintiff for the purpose of paying off a debt. It was alleged that much costs had been incurred by reason of the plaintiff not being absolute owner of the property, on the security of which the loan had been obtained, but part owner only. Of the money obtained by the defendant he had paid away to the account of the plaintiff all but £54, and this sum he retained for his own costs. On this the defendant claimed a verdict, but the learned judge directed a verdict for the plaintiff for £54, subject to be changed into a verdict for the defendant, or reduced by the amount properly due to the defendant when his costs were taxed and ascertained.

On behalf of the plaintiff a conditional order was sought for to increase the verdict by £60, an amount paid for costs to another solicitor, Mr. Edmond Power, who was engaged in matters connected with raising the loan, which amount the plaintiff insisted the defendant had no right to pay.

Harris, *Q.C.*, was heard for the plaintiff; *J. E. Walsh*, *Q.C.*, for the defendant.

The Court granted both conditional orders, but intimated an opinion that the parties ought to come to an arrangement, and that, if the case came on for argument, the costs should previously be taxed.

COURT OF EXCHEQUER (IRELAND).

(Before PIGOT, C.B., FITZGERALD, HUGHES, and DEASY, BB.)

IN RE MOULDS.—This case came before the Court on a return to a writ of *habeas corpus*, under which George Frederick Moulds, a prisoner in the Four Courts Marshalsea, was brought up. The question before the Court was the validity of the commitment, which had been made under an order of the Landed Estates Court. Moulds was the owner of some property for the sale of which a creditor had presented a petition. The matter proceeded to a sale, and Moulds, in order to defeat the proceedings, procured a person to bid at the sale, and the property was in fact knocked down to this person as the purchaser. He was, however, unable to complete the purchase, which it had never been his intention to do. The property was then again put up to sale, and sold for about £200 less than it had been knocked down for to the sham purchaser. The Landed Estates Court issued an attachment against Moulds for contempt and he was arrested on the 12th of April. He was on two different occasions brought before the Court, who ultimately committed him until further order. It was contended that the commitment was illegal and invalid, because he was committed for an uncertain time; because no adjudication of the contempt appeared on the face of the committal; because there was no warrant of committal, but simply the order of the Court; and because he had been brought up before the Landed Estates Court without any writ of *habeas corpus*.

After the arguments had concluded, the Lord Chief Baron delivered the judgment of the Court, which was, that the Court did not think it should interfere in such a proceeding taken by a Court having competent power and jurisdiction. If the attachment was on the face of it a nullity, or if it disclosed no adjudication of contempt, it might be that the man would be ordered to be discharged; but whatever was done had been done in the presence of the prisoner and his attorney, and the whole document issued by the Court disclosed the contempt, and the mere ommission of some word in the committal was not so important as to induce this Court to interfere with what the Landed Estates Court had done.

McMahon and *Levy* were in support of the application; *Ferguson*, *Q.C.*, and *Gamble*, *contra*.

REVIEW.

The Civil Code of the State of New York.

About a year ago * we took occasion, in a notice of the Penal Code of this State, to make some remarks upon the theory of codes in general, and particularly on the difference between the idea of a code as illustrated by the volume then before us, and the use of the word in the discussions on the question of codification in England.

We have now been favoured, by the kindness of one of the commissioners, with the Civil Code as completed by them, and we find on perusal that it more than justifies, not merely our observations on the general question, but also the opinion then expressed by us that the difficulty of codification would be but slight in the case of the Penal Code as compared with that of the Civil Code.

For, in truth, the volume before us is not, in our English sense, a code at all; it is a very careful and systematic collection of rules and maxims, largely illustrated by precedents and examples, and generally applicable to the ordinary affairs of life, but without any attempt even at an exhaustive catalogue of all the principles of law which have been from time to time laid down by the Courts, still less at a complete enumeration of all the cases in which the law will act, and the direction of its action (a glance at div. third, pt. IV., tit. vi., ch. 2, art. 1, which treats of the relations of master and servant, will exemplify this). But this is precisely what—according to the French notion of a code, which is that which has gained currency amongst us,—principally, we think, through the exertions of the late Mr. Phillimore—is the one thing requisite for a complete code, the object of which is, according to this system, *to do*

* 9 Sol. Jour. 542.

away altogether with the necessity of resorting to any general principles underlying the written law, and to force the plaintiff to bring his case in every instance within some definite article of the code; in other words, to deprive us for the future of the benefit of the statute "*In consimili casu.*"

And, as if to show, beyond all controversy, that *in this sense* their code is not a code at all, the commissioners have devoted one entire part (Division Fourth, part IV.) to the enumeration of thirty-five legal maxims (all of which may be found among the much larger collections of Broom or Wharton) for the avowed object of supplying general principles to supplement the action of the code and assist the judges in dealing with cases which do not come directly within it. This of itself is sufficient to show that the code is indeed rather a "digest of the statutes and reports" than a complete body of the law.

If anything were wanting to assure us of the exact position intended for this code in the jurisprudence of the State, all doubts would be cleared up by the terms of the 2033rd section thereof, which is as follows:—"All statutes, laws, and rules heretofore in force in this State *inconsistent with the provisions of this code*,* are hereby repealed or abrogated, but such repeal or abrogation does not revive any former law heretofore repealed, nor does it affect any right already existing or accrued, or any proceeding already taken, *except as in this code provided.*"

As such digest, and for the purposes to which such digest is legitimately applicable, we look upon this work as a very valuable accession to our legal stores, and should be, indeed, heartily glad if our legislators and law reformers here, abandoning, at least for the present, their more ambitious aims, were to set themselves in good earnest to produce a work which should do the law of England that service which the book before us seems to have done so efficiently for that of New York.

We cannot conclude this notice better than by an extract from the very able and temperate introduction which the learned commissioners have prefixed to it:—

"This code is, undoubtedly, the most important and difficult of all, and of this it is true that it cannot provide for all possible cases which the future may disclose. It does not profess to provide for them. All that it professes is to give the general rules on the subjects to which it relates, which are now known and recognised, so far as they ought to be retained, with such amendments as seemed best to be made, and saving always such of the rules as may have been overlooked.

"In cases where the law is not declared by the code, it is to be hoped that analogies may, nevertheless, be discovered which will enable the Courts to decide. If, in any such case, an analogy cannot be found, nor any rule which has been overlooked and omitted, then the Courts will have either to decide, as at present, without reference to any settled rule of law,† or to leave the case undecided, as was done by Lord Mansfield in *Rex* v. *Hay*, 1 W. Bl. 640, trusting to future legislation for future cases."

* The italics are ours.

† *i.e.*, according to their idea of natural justice.

COURTS.

LORD MAYOR'S COURT.

(Before Mr. FORSYTH, Q.C., and a Common Jury)

May 12.—*Mitchell* v. *Smith.*—This was an action to recover £47 10s., for expenses alleged to have been incurred in procuring a copy of the great Chartist petition of 1848.

Mr. *Besley* appeared for the plaintiff.

Mr. *Henry James* representing the defendant Mr. Sidney Smith, Secretary of the Liberal Registration Association. According to Mr. Besley's statement, upon the present Reform Bill being introduced, Mr. Smith required a copy of the Chartist petition of 1840, when over three millions of signatures were said to have been obtained by the advocates of universal suffrage. The plaintiff alleged he was employed to obtain the copy, and he did the work. Evidence having been called in support of this narrative,

Mr. *Henry James* denied that his client had positively employed defendant, and read the following letter:—

"Liberal Registration Association,
"34, Bush-lane, Cannon-street,
"March 10, 1866.

"Sir,—I received this morning your note of yesterday. I did not employ you to procure the document you mention. Indeed, when you came here, I told you that you need not do so, as I should get it otherwise if I thought more about it. I had understood the Chartist petition had been printed and sold by booksellers. To be at the expense of a written copy I have no thought of.

"I am, sir, your obedient servant,
"SIDNEY SMITH.

"P.S.—I don't at all know that the 'People's Charter Petition' is the document I want."

Mr. Smith, upon being examined, denied that he had employed the plaintiff to obtain a copy of the Chartist petition.

His LORDSHIP said that the jury would have to decide between the parties. There was a direct contradiction in this case.

The jury found a verdict for the plaintiff for £11 9s.

SHERIFF'S COURT.

(Before Mr. Commissioner KERR.)

May 17.—*Sketchley* v. *Corbett.*—This was an action to recover the amount of a bill, and defendant pleaded "infancy."

Mr. *J. H. Pearce*, of Giltspur-street, appeared for the plaintiff, and said that defendant was bound to make out his plea.

His HONOUR.—Well, defendant, how do you make out that you are an infant?

Defendant.—By the Bible at home. My age is entered in our Bible, and I know by that that I am not yet of age.

His HONOUR.—Is there anybody here to prove it?

Defendant.—Yes; my mother can prove it?

Mr. *Pearce.*—There is one point in this case which may, perhaps, settle the question. The defendant is a trader, carrying on his business in Newgate-market, where he buys and sells meat upon his own account.

Defendant did not deny this, and

Plaintiff said he had a shop for which he paid 15s. or 16s. per week, and was just married.

Mr. *Pearce.*—I understand that your Honour has decided that where an infant traded in the City he could not set up this plea.

His HONOUR said he had ruled, in accordance with an old custom, to be found in the "*Liber Albus*" that an infant trader was liable for his debts, and this was both reasonable and common sense. He had no doubt, under the old powers of the Act governing this Court, that defendant was liable, but the recent Equitable Jurisdiction Act raised a question as to whether the jurisdiction of this Court had not been materially affected. If the plaintiff liked to risk a judgment he might take it, but there was a doubt.

Defendant said he would pay the debt by instalments.

His HONOUR made the usual order.

Verdict for the plaintiff.

GENERAL CORRESPONDENCE.

RAILWAY NUISANCES—SMOKE.

Sir,—Will you, or any of your readers, kindly inform me whether by parliamentary enactment, or otherwise, railway companies are restricted to the use of any particular kind of fuel for the purposes of locomotion, as some kinds produce a much larger amount of smoke than others (*e.g.* coal than coke). To those who live on the confines of the railway, the blacks and smell arising from the combined cloud of smoke and steam issuing from the funnels of the locomotives constitute a real nuisance which, if it could be suppressed altogether (by making them consume their smoke), or modified (by the use of coke instead of coal), would confer a great boon upon numbers who have to live so approximate to the lines, and among them to INQUISITOR.

LORD CHIEF JUSTICE LEFROY.

Sir,—The letter in your Journal as to Lord Chief Justice Lefroy calls forth attention. Your correspondent's letter is humourous, and, I think, he continually excuses himself in the difficult circumstances in which he is placed. He has, as I must state, but with great respect, fallen into an error in looking for consistency in *The Times* newspaper. Of course no reflection is intended upon the authorities at Printing House Square—very far from this. The newspaper in question is, and always has been, variable in its views and

politics, following the ever-changing circumstances of public life. Moreover, its writers do not always, nor can this be reasonably expected, do what is called "compare notes."

Possibly your correspondent forgets that the Sheriffs of London constitute the Sheriff of Middlesex. Here is a positive and well-known fact, proving the possible existence of "two gentlemen in one," to quote your correspondent's phrase. After all, this matter is not so difficult of explanation, as is supposed by your correspondent's letter, and as I venture to assert.

Is an aged judge to be despised? I say not. All men do not fall back into a second childhood even at ninety years of age, since many retain their faculties beyond that age. Some, and I may say great, allowance should be made for the infirmities of advanced age, and the English public will always do this. The advantages of experience are great, and especially so in the administration of our laws. Who can doubt this? A large portion of our laws lie, it is said, in the "breast of the judge," and has to be modified and adapted to the varying wants of the public. Men who attain to the rank of Lord Chief Justice are generally such as are possessed of large intellects and great public capacities. We should be slow to dispense with the services of such men, and be delicate in adverting to their infirmities. Other men may be looking out for the appointment, and be getting impatient, but that has nothing to do with the public aspect of the question. These observations may be useful. Whether a man be a chief or a puisne judge, we should be slow to lose the advantages of his skill and knowledge. My apology is due to your correspondent, and, if I do not misapprehend his view, we substantially agree on this question.

May 15. J. CULVERHOUSE.

[We have received numerous letters on this subject, all, with one exception, supporting the view taken by this Journal, and some of them wasting a good deal of "good indignation" at the part taken in the proceedings by the Attorney-General for Ireland. The miserable failure of Mr. Bryan's motion, however, in the House of Commons last week, renders it unnecessary for us to enter further into the subject. We were glad to hear on that occasion that Mr. Lawson had *bonâ fide* endeavoured to stop the motion; that is, to our minds, the only redeeming feature in a scandal which forcibly recalls the too well-known case of *Sir John Campbell* v. *Lord Plunket*.—ED. *S. J.*]

THE NEW BANKRUPTCY BILL—CLAUSE 57.

Sir,—Your readers amongst the shorthand writers will probably be interested in learning that the following letter has been received from R. C. Hanbury, Esq., M.P., whose attention was directed to clause 57 of the New Bankruptcy Bill, but more especially to the words "and general orders shall direct under what regulations such shorthand writer shall be employed."

"10, Upper Grosvenor-street, W.
"May 14, 1866.

"Sir,—I am directed by Mr. Robert Culling Hanbury to acknowledge the receipt of your letter of the 11th inst., calling his attention to a clause in the New Bankruptcy Bill affecting shorthand writers, and to say that he has communicated with the Attorney-General on the subject, who will, he feels sure, give due weight to the objections that have been stated.

"I am, yours faithfully,"

QUI VIVE.

CONVEYANCING.

Sir,—Will any subscriber be good enough to say what is the effect of 3 & 4 Will. 4, c. 74, s. 73, with reference to a deed executed by a married woman tenant in tail. Does it render her acknowledgment under the Act unnecessary if followed by the necessary enrolment? STUDENT.

MR. GLADSTONE AND THE STAMP DUTIES.

Sir,—Seeing that there is no mention of stamp duties in this year's budget, we may perhaps hope that Mr. Gladstone has seen the error of his ways, and admits at last the force and justice of the complaints levelled against his frequent dabblings with these duties.

This staying of his hand is but the first of two things in regard to the stamp duties persistently agitated for in the columns of the Journal for two or three years past, the second being the consolidation *and* general revision of the acts and duties; and seeing that the learned Attorney-General proposes to deal thus boldly with the bankruptcy law by his new bill, one might have hoped this second step would be attempted this session, only that the Government have not yet intimated any such intention, and they probably have already laid out more work for themselves than they will accomplish. H. F. H.

May 14.

FINAL EXAMINATION.

Sir,—I see in your last number my name at the head of the honour list at the last final examination for solicitors, and Mr. Woolsey's second. I think the correction comes best from me. On referring to the official list you will find we were bracketted equal. Will you set this right in your next? ARTHUR A. WELLS, LL.B.

Nottingham, May 15.

[Mr. Wells's name was printed first, and we gave the names in the order issued. There were several sets of brackets in the list, but numbers and brackets are details which we do not give.—ED. *S. J.*]

THE NEW BANKRUPTCY BILL.

Sir,—I beg to direct the attention of the profession to the 202nd section, which is as follows:—"The trustee shall be paid by commission on the assets recovered, to be fixed by the inspectors in manner after mentioned, but he shall not be entitled to make any charge against the estate for remuneration to any clerks, accountants, managers or other assistants, unless such charge shall be expressly directed by the creditors at a meeting, and the amount thereof allowed by the inspectors by writing under their hand, and all bills of costs, cheques, fees, and disbursements of solicitors or attorneys employed by the trustee shall be duly taxed by the proper officer, *but shall not be allowed* as a charge against the estate, *until and in so far* as they shall have been transmitted to the Comptroller, and returned by him with a certificate *that they have been properly incurred* either in pursuance of a resolution of the creditors at any meeting or in the necessary course of management and realization of the estate."

The Comptroller is a new officer with £1,500 per annum salary, and without (necessarily) any legal qualifications; and I submit that it is more than an injustice—it is an insult—to require solicitors' bills, after taxation by the local officer with his knowledge of the parties and facts, to be sent to the Comptroller, for some clerk in his office (for the Comptroller himself cannot, with his other duties, go through all the bills in *every* bankruptcy in the kingdom) to certify, without the papers before him, or any local knowledge of the matter, that such costs "have been properly incurred."

It is to be hoped that both the Incorporated Law Society and the Metropolitan and Provincial Law Associations will look after the matter on behalf of their constituents.

Bristol, 16th May. JOHN MILLER.

THE LORD CHIEF JUSTICE.

Sir,—I observed, in the report of the debate in the House of Commons on Friday night, that Mr. Maguire stated that he was informed, on the authority of two barristers, that the judgment of the Chief Justice in the late bigamy case "was not delivered at all, but was sent to one newspaper, and copied from it into all the Dublin newspapers."

This not a little astonished me, as I had the pleasure of listening to the judgment in question myself. It is well that the utter falsehood of this allegation should be generally known, as it affords a good specimen of the system of reckless assertion indulged in by the assailants of the Chief Justice.

A BARRISTER-AT-LAW.

APPOINTMENT.

JAMES GELL, Esq., to be her Majesty's Attorney-General in the Isle of Man, in the room of Charles Richard Ogden, Esq., deceased.

During the panic of Friday week, the Submarine Telegraph Company transmitted and received 2,155 messages to and from the Continent. This is the greatest number of messages that ever passed over the wires in one day.

PARLIAMENT AND LEGISLATION.

Monday, May 14.

THE JAMAICA INQUIRY.

Mr. M'CULLAGH TORRENS asked the Secretary of State for the Colonies whether, having before him the report of the Jamaica Commissioners of Inquiry, he had advised her Majesty to disallow the Bill of Indemnity passed by the Colonial Legislature for acts done in repressing the disturbances of October last.

Mr. CARDWELL said it was true that he had received the report of the commissioners appointed to conduct the inquiry referred to, but he had not received the whole of the evidence on which that report was founded, therefore he did not think it would be right for him at present to take the course indicated by the hon. gentleman.

COURT OF CHANCERY (IRELAND) BILL.

On the order of the day for the resumption of the adjourned debate on the second reading of this bill.

Sir H. CAIRNS, Q.C., said he had served upon the commission, which in substance recommended that a measure of this kind should be brought before the House, and he had seen no reason to change the opinion he then expressed. The bill was one which he hoped would lessen expense and delay, and introduce into Ireland the great benefit which had resulted in this country from the alteration in the practice of Court of Chancery. There were, however, some details which were not altogether consistent with the report of the commission, and upon these points some question might be raised.

The bill was then read a second time.

COMPANIES ACT (1862) AMENDMENT BILL.

This bill was read a second time.

Thursday, May 17.

COMPANIES ACT (1862) AMENDMENT BILL.

This bill passed through committee.

DIVORCE AND MATRIMONIAL CAUSES BILL.

This bill was read a third time and passed.

Pending Measures of Legislation.

BANKRUPTCY LAW AMENDMENT, &c. BILL.

Whereas it is expedient to amend the law relating to bankruptcy in England, and to consolidate the same, and at the same time to abolish imprisonment for debt on final process: Be it enacted, &c.

1. Short title. "The Bankruptcy Act, 1866." Act not to extend to Scotland or Ireland, except as provided; commencement 11th October 1866.

2. The acts and parts of acts set forth in schedule (A.), repealed.

3. The Court of Bankruptcy in Basinghall-street, and the Insolvent Court in Portugal-street, and the several District Courts of Bankruptcy, to be vested in the Board of Works and Public Buildings, and appropriated as the Lord Chancellor shall direct.

4, 5. Bankruptcies prior to this Act to be prosecuted under repealed Acts, subsequent to this Act, under this Act.

6. The Court of Bankruptcy to continue a Court of Record, and each of the London and Country commissioners for the time being to be "the Court."

7. Limits of the bankruptcy districts unchanged.

8. County Courts (except Metropolitan) to have within their respective districts all the jurisdiction, &c., of the District Courts of Bankruptcy.

9. If upon any vacancy in the office of commissioner of any Country District Court there shall no longer be a commissioner for such district, her Majesty may, by order in council, transfer all the jurisdiction, &c., of Commissioner to the judges of the County Courts within such district or any of them.

10. The Court of Appeal in Chancery shall be the Court of Appeal in Bankruptcy, and all orders by the Court of Appeal in Bankruptcy shall have the same effect as orders of Courts of Equity under 1 & 2 Vict. c. 110, and all the powers of the Court of Chancery as to the trial of questions of fact, shall be exercised by the Court of Appeal in Bankruptcy.

11. Decrees, &c., of the Court of Appeal may be appealed from to the House of Lords, by a case to be settled by one of the Lords Justices.

12. Existing commissioners to be continued during good behaviour.

13. Vacancies in country districts not to be filled up. Commissioners in London to be reduced to two. New commissioners to be barristers of ten years standing.

14. Chief Registrar, &c., to hold office during good behaviour, and vacancies to be filled up by Lord Chancellor. Vacancies in the office of Chief Registrar to be filled up by one of the registrars: in the office of registrar, by any person the Lord Chancellor may appoint.

15. Every commissioner, registrar, &c., to take an oath.

16. Power to appoint additional registrars.

17. Registrars of County Courts exercising jurisdiction under this Act to discharge the duties of registrar.

18. Country commissioners and registrars may be removed to the London district, or to other country districts.

19, 20. In case of illness, &c., of commissioner, registrar may act for him, and registrars may act for each other.

21. On any vacancy in the office of Taxing Master, the Lord Chancellor to appoint any registrar of the Court, of five years standing, or attorney of five years standing, and every such taxing master shall hold his office during his good behaviour.

22. All bills of costs &c., in matters under this Act before the Court in London and the Court of Appeal, and also such taxable bills as may be specially referred to him by any District or County Court, shall be taxed by the Taxing Master, subject to the review of the Court in London.

23. In every Country District and County Court, all bills of costs shall (unless where such Court shall otherwise direct) be taxed by the registrar, subject to appeal to the Court of which he is registrar.

24. "It shall be lawful for the Lord Chancellor to appoint some competent person, to be called 'The Comptroller in Bankruptcy,' and who shall hold office during good behaviour, subject to dismissal by the Lord Chancellor, by order, for some sufficient reason to be stated in such order; and the Comptroller shall hold no other office, and shall not, directly or indirectly, by himself or any partner, be engaged in any trade, or in any business or profession, and he shall not, directly or indirectly, have any management of or dealing with any money of any bankrupt estate."

25, 26. The Comptroller to superintend the conduct of trustees and inspectors, and to report disobedience.

27. In case of illness, &c., of Comptroller, Lord Chancellor to appoint a deputy.

28. The Accountant in Bankruptcy shall have superintendence, &c., of funds.

29. Upon any vacancy in the office of Accountant, the Lord Chancellor may make new appointment, or may abolish office.

30. "The Bankruptcy Fund Account" and "The Chief Registrar's Account" at the Bank of England shall be subject to General Orders of the Lord Chancellor.

31. Cash lying uninvested in the Bank of England to the credit of any account, may from time to time be invested in the name of the Accountant, by order of the Lord Chancellor, and the dividends carried to "The Chief Registrar's Account;" and the securities may be sold as the Lord Chancellor shall direct.

32. In case of deficiency of the funds standing in the name of the Accountant to answer all demands, the sums taken for the purposes and by virtue of this Act, shall be considered a debt due from the public, and to such extent as may be necessary shall be made good by Parliament.

33. The Chief Registrar's account shall be subject to the payment of incidental expenses.

34. Offices of official assignee, messenger, and registrar of meetings abolished.

35, 36. Present ushers, and the clerks of Chief Registrar, Accountant, and Taxing Master to continue, and on vacancy Lord Chancellor to appoint.

37. The commissioners, county court judges, the chief and every other registrar, the Accountant, the Taxing Master, and the Comptroller, shall be disqualified from sitting in Parliament, and these officers, and the ushers, shall be exempt and disqualified from serving any parochial office, and on juries and inquests.

38. Officers of court to receive the several salaries mentioned in schedule B.

39. Superannuation allowances to be subject to Pensions Act, 1866.

40, 41, 42. Treasury may award pensions to holders of abolished offices not exceeding two-thirds of their salary; and compensation to clerks of abolished officers, subject to a proper diminution on their accepting any other office.

43. Compensations payable to the Patentee of bankrupts, the former commissioners of bankrupt, the clerk of the Hanaper, and other officers of the Lord Chancellor and the Court of Chancery, and the retiring annuities now respectively payable out of the Chief Registrar's account, shall continue to be paid; but the annual amount shall be made good out of the Consolidated Fund.

44. The Court shall sit for the despatch of business daily, Sunday, Christmas Day, Good Friday, Monday and Tuesday in Easter week, and days appointed for public fast or thanksgiving, excepted; provided that Lord Chancellor is to regulate sittings in vacation.

45. Commissioners may sit at chambers.

46—49. Provisions regulating the practice before the registrars.

50, 51. In any bankruptcy, the parties may, at any stage of the proceedings, by consent, state any special case for the opinion of the Court, and the judgment of the Court shall be final, unless it be agreed and stated in such special case that either party may appeal; and may agree that any sum of Money, &c., shall be paid, &c., either with or without costs, in accordance with the result of such case.

52. Orders in Bankruptcy made in England to be enforced in Scotland and Ireland: and conversely.

53. Warrants, records and proceedings to be sealed.

54. Solicitors may practise in bankruptcy, and appear and plead without counsel; and in case any person, not being a solicitor, shall practise in the Court as a solicitor, he shall be deemed guilty of a contempt of Court.

55. Court may award costs, recoverable as costs awarded at common law. No order for costs to affect lands, except as judgments, under 23 & 24 Vict. c. 38, and 27 & 28 Vict. c. 112.

Evidence.

56. Evidence may be taken either *viva voce* or by interrogatories, or upon affidavit, or by commission abroad.

57. Court may direct the employment of a shorthand writer to take down evidence of parties examined; and general orders shall direct under what regulations such shorthand writer shall be employed, and the amount &c., of his remuneration, and every shorthand writer employed by the Court shall make a declaration.

58—65. Regulations as to affidavits, declarations, &c., and the attendance and examination of witnesses.

66. Proceedings in bankruptcy, and copies, purporting to be sealed with the Seal of the Court, admissible in evidence.

67, 68. Judicial notice to be taken of signature of commissioner or registrar, and Seal of Court, &c. Evidence as to insolvency, &c., abroad.

69. Advertisements, how evidenced.

70. On death of witness, deposition, or office copy thereof, to be evidence.

71. All appeals to be entered within twenty-one days from the date of the order, and be thereafter duly prosecuted, and to be subject to such regulation in regard to deposit as any general order may direct.

72. Appeals and all affidavits and documents to be used on the hearing of any appeal, to be entered in the office of the Chief Registrar:

73. Proceedings not to be stayed by appeal.

General Orders.

74. Power to Lord Chancellor and two commissioners, to frame general orders for regulating:—

1. The practice and procedure of the Court;
2. The duties of the officers;
3. The fees and costs in all proceedings, and before the County Courts acting in bankruptcy.
4. The practice and procedure upon appeals;
5. The filing, custody, and inspection of records;

And, generally, for carrying the provisions of this Act into effect.

75. General orders in County Courts to be framed subject to the sanction of the Lord-Chancellor, by such judges as the Lord Chancellor shall nominate.

76. General orders may be at any time rescinded or varied, and all general orders shall be laid before both Houses of Parliament.

77—85. Regulations as to Court fees and stamps.

86. "No person shall hereafter be taken or charged in execution upon any judgment obtained in any of Her Majesty's superior courts, or in any county court or other inferior court, in any action for the recovery of any debt or damages; nor shall any person be attached or imprisoned on any decree or order of any court of equity or in lunacy, made to enforce the payment of money, provided that nothing herein contained shall be held to affect the provisions contained in the Acts 7 & 8 Vict. c. 90; 8 & 9 Vict. c. 127; and 9 & 10 Vict. c. 95; with regard to the arrest or imprisonment of persons under, or in virtue of, an express order of a judge, made in an action for recovery of a debt wherein such arrest or imprisonment under, or in virtue of, such order is by such Acts authorised."

87. County court judges, acting under 8 & 9 Vict. c. 127, and 9 & 10 Vict. c. 95, to take into consideration all the debts and liabilities of the party summoned, and his conduct in disposing of his money or property since the judgment was given.

88. Persons in execution at the time of passing this Act to be discharged on application to a judge. If discharge fraudulently obtained prisoner may be re-arrested. Judgment, &c., to remain in force notwithstanding the discharge of the debtor.

89. The provisions of 7 & 8 Vict. c 96, ss. 70, 71, to apply to persons who may lose emoluments.

Acts of Bankruptcy.

1. Of any Person.

90. Going, or remaining abroad, or making fraudulent conveyance, with intent to defeat or delay his creditors.

91. Lying in prison for fourteen days if a trader, or two months if a non-trader; or escaping out of prison.

92. Filing a declaration that he is unable to meet his engagements, provided petition presented within two months.

93. Adjudication in any colony.

2. Of Traders only.

94. Departing his dwelling; beginning to keep house; fraudulent execution.

95. Compounding with petitioning creditor.

96. Suffering execution to be levied.

3. On Trader Debtor Summons.

97. On creditor making affidavit of his debt, and of his having given notice requiring immediate payment &c., Court may issue trader debtor summons. Notice &c. in cases of partnership.

98. Upon the appearance of the trader so summoned Court may require him to state whether or not he admits the debt; or he may make a deposition upon oath that he verily believes he has a good defence upon the merits to such demand, or to some, and what part thereof; and in such case Court may require him to enter into a bond, with two sureties, to pay such sum as shall be recovered, and costs.

99. Admission of debt, signed elsewhere than in court, if attested by trader's attorney, to have the same force as an admission signed in court.

100. If the trader, after being served with a trader debtor summons, fail to appear, or, appearing, refuse to sign an admission of the whole demand, and fail to comply with the other provisions of section 98, he shall be deemed to have committed an act of bankruptcy on the eighth day after service of the summons; provided a petition be filed within two months.

101. If the trader sign an admission of debt, but fail to pay the amount thereof within seven days after filing such admission, he shall be deemed to have committed an act of bankruptcy on the eighth day after filing the admission; provided a petition be filed within two months.

102. On a trader debtor summons Court may award costs to the creditor or the trader summoned.

103. If creditor bring an action, and do not recover the amount sworn to in his affidavit of debt, and if the affidavit be made for such amount without probable cause, the defendant in the action shall be entitled to costs.

To be continued.

COLONIAL TRIBUNALS & JURISPRUDENCE.

CAPE OF GOOD HOPE.

ALTERATIONS IN PROMISSORY NOTES.

(Before BELL J.)

Jan. 16.—*Blackburn's Trustees* v. *Landsberg & Son.*—In this case three several promissory notes, which, apparently

from the evidence, had been issued each for the sum of £100, were altered both in figures and words, so as to make each of them bear the value of £200. All of them were dishonoured at maturity. At that time they were in the hands of Blackburn, whose name appeared upon two of the notes as the last indorser. Before the signature of Blackburn there was on each of these two the indorsements J. D. Cilliers, then Ernst Landsberg & Son, and then J. D. Cilliers—J. D. Cilliers being the payee of the notes. As to the third note, Blackburn's name did not occur upon it as an indorser, and J. D. Cilliers name appeared only once, and that above Landsberg's. The trustees of Blackburn sued Landsberg & Son for recovery of £100 upon each of the notes, being the amount for which they were made, and which they passed for at the time they were indorsed by Landsberg & Son. The defence to this action was threefold—first, that as Cilliers could not have recovered against the defendants, because he was himself an indorser prior to them, and as Cilliers could not transfer to Blackburn any greater right than he himself possessed, so Blackburn, who derived the notes through Cilliers, could not recover against the defendants; secondly, that the alteration in the amount of the notes, without the knowledge of Landsberg & Son, and after their indorsment, relieved them of liability for any part of the notes; and thirdly, that inasmuch as the sequestrated estate of J. S. Cilliers, the drawer of the notes, had paid a dividend of 16s. 7d. in the pound, Blackburn had lost recourse against the defendants to that extent, by not having proved upon the notes against the estate—so that, at the utmost, the defendants could not be liable for more than 3s. 5d. per pound of the amount which might be recoverable on the notes.

His Honour, after stating the facts said:—With regard to the first of these defences, it may be true that, as between J. D. Cilliers and the defendants Landsberg & Son, Cilliers, as indorser posterior to them, could not have recovered from them, because of his double position as indorser prior to them; but it is altogether a mistake to say that J. D. Cilliers' last blank indorsment could convey to Blackburn no further right than was in Cilliers himself; for the doctrine is quite trite, in the law of bills of exchange, that the holder for value, without notice, takes full rights, without respect to the equities which may exist between prior endorsers. It was immaterial, therefore, to Blackburn what might be the rights between J. D. Cilliers and the defendants.*

With regard to the second defence, as to the force of the notes to sustain action for the amounts for which they were originally made, we were informed from the bar that such an alteration, as had been made upon these notes, had been considered by the profession to render the notes a nullity, nntil the utterance lately of an *obiter dictum* by one of the judges of this court in another case had induced the parties to try the experiment of bringing an action upon these notes.

If we look at the law of England, I am afraid that no doubt can be entertained that ever since the case of *Master* v. *Miller*, 4 T. R. 320, 1 Sm. L. C. 776, with the exception of one case, *Cotton* v. *Simpson*, 8 Ad. & E. 136, promissory notes or bills of exchange, altered in any particular, and no matter by whom, after their issue, and without the knowledge of the original parties to them, have been treated as nullities, not merely as vitiated, leaving the extent to which they had been vitiated as a subject for inquiry, with a view to ascertaining the just liabilities of the parties, but as absolute nullities. Two reasons of policy moved the Court in delivering their judgment in *Master* v. *Miller* which seems to have been adopted in all subsequent cases—these were, first, the prevention of forgery, which was expressed by Lord Kenyon in these terms, "because no man shall be permitted to take the chance of committing a fraud without running any risk of losing by the event when it is detected"—an observation which was very pertinent, perhaps, to that case, where the alteration consisted in antedating the bill six days, so that if the party were remitted to the original date, and allowed to recover upon the bill, as of that date, all he would lose by the detection of the fraud would be six days of time. The second ground of the decision was the policy of preserving the credit of bills of exchange, which was expressed in these terms,—"It is of the greatest importance that these instruments, which are circulated throughout Europe, should be kept with the utmost purity, and that the sanctions to preserve them from fraud should not be lessened." The judgment of Lord Kenyon was concurred in by Justices Ashurst and Groves, but it was dissented from by Mr. Justice Buller, who delivered his opinion at great length in a judgment as remarkable for force and simplicity of language as in my opinion for sound reasoning and solid equity; and yet, when the case was carried into the Exchequer Chamber, Chief Justice Eyre said, "I cannot bring myself to entertain any doubt on this case; and, if the rest of the Court are of the same opinion, it is needless to put the parties to the delay and expense of a second argument." The rest of the judges were of the same opinion, and the judgment was affirmed, no account from the report being made of Mr. Justice Buller's reasoning. The learned editor of Smith's Leading Cases, in his note to this case, says; "Since this decision it never has been doubted that a material alteration in a bill or note, not satisfactorily accounted for, operates *as a satisfaction thereof*, except as against parties consenting to the alteration." In *Alderson* v. *Langdale*, 3 B. & Ad. 660, the alteration operated as a satisfaction not only of the bill, but of a debt which it was given to secure, the debtor being the drawer. This was so far modified in *Atkinson* v. *Hawdon*, 2 A. & E. 628, that the Court held, that if the debtor was himself the maker or acceptor, and could not have had any remedy against other parties to the bill, *his* liability for the debt secured by the bill would remain, notwithstanding the alteration. The action in that case was not upon the bill, but for goods sold and delivered. In *Gardner* v. *Walsh*, 3 W. R. 450, the additon of a second surety was held to discharge the note as against the maker. This case overruled that of *Cotton* v. *Simpson*, where an addition to the note of a surety for its payment had been held not to invalidate it as against the maker.

With the greatest deference to the judges who decided the case in *Master* v. *Miller* and the many subsequent cases, I cannot but help thinking that the policy of preventing forgery and maintaining the credit of negotiable instruments, such as bills of exchange and promissory notes, is as likely if not more likely, to be defeated by holding that an alteration of them by whomsoever made, and for whatsoever purpose, shall operate as a satisfaction of the instrument and destroy the right to recover upon it, because it holds out a positive temptation to any debtor upon a bill or note to have an alteration made upon it, so as to relieve himself from liability, provided he can conceal his so doing; and the knowledge among the commercial world that a bill or note originally made for a just and certain value has lost all its value by reason of surreptitious alteration made upon it, not discoverable *ex facie*, would surely go far to shake their confidence in the credit of these instruments. It is no doubt true that where the party who made the alteration can be discovered recourse can be had against him by those into whose hands the bill or note may have come; but there may be cases—such, indeed, was *Master* v. *Miller*—in which it is impossible to discover who made the alteration; and there may be other cases in which, after the person who made the alteration has been discovered, the discovery may prove valueless, by reason of the inability of that person to answer the liability which the law puts upon him.

In the case of *Burchfield* v. *Moore*, 3 El. & Bl. 683, an action was brought upon a bill of exchange, in which an alteration as to the place of payment was made by some one unknown to the drawer or acceptor, and under circumstances unknown to them, and before it was indorsed to the plaintiff Burchfield, and without anything upon it to indicate that there had been an alteration. The question was tried upon demurrer, and the Court gave judgment for the defendant, because the alteration varied the contract between the other parties to the bill, without the consent of the acceptor; Lord Campbell observing that the "plaintiffs remedy is confined to a right to recover the consideration for the bill, as between himself and the party from whom he received it; a similar remedy may be resorted to till the party is reached through whose fraud or *laches* the alteration was made—he ought to suffer, for the party who has the custody of an instrument made for his benefit is bound to preserve it in its original state—the negociability of bills of exchange is to be favoured, but, with this view, it is material that their purity should be preserved." Expressed in other words, this case laid down the doctrine that the acceptor of the bill was to be exonerated from a just debt merely because some person or other, unknown to the person in whose hands the bill was at the time, tampered with its terms, so that by possibility the

* As this was an equity which appeared by mere inspection of the notes themselves, Blackburn could not have taken without notice of it.—ED. *S. J.*

acceptor might have been prejudiced, but without this being proved, and still less even alleged. How, by this course, the "purity" of bills of exchange was to be preserved, I confess myself at a loss to understand;—this doctrine of denying all recourse upon the bill, is to cut, not to untie the knot. The ground of the decision there was presumed fraud or *laches* on the part of the holder for the time. That assumption was necessary in order to support the general doctrine; but there is no ground for the assumption in the present case either of fraud or *laches*—there is no necessity for assumption; there can be no doubt that the alteration in the notes sued upon was made by J. D. Cilliers; but J. D. Cilliers is not only out of the colony, he had become insolvent before he escaped from it. To say, then, that the plaintiffs may have recourse against him, is to say nothing; and to say, moreover, that the plaintiffs cannot, in these circumstances have recourse against Landsberg & Son for £100 on each of the notes, while these gentlemen admit that they signed the notes as of £100 each, for the express purpose of inducing Blackburn, or somebody else, to give J. D. Cilliers that sum upon the credit of their name, is, in my opinion, an express denial of justice.

I acknowledge that it is the duty of this Court to assimilate its judgments as nearly as possible to those of the courts of the mother country, as one means of maintaining the unity of the empire; and that, moreover, it is especially our duty to do so in questions of mercantile law, which for the general benefit of mankind ought as nearly as possible to be universal, and not national; yet I feel constrained in this case to give my judgment in opposition to those to be found in the English law books—because I find they run contrary to the doctrines to be found in the works of the Roman-Dutch jurists, which, in this court, must be paramount when they run counter to the English authorities, even in the law merchant; for which, if an authority were necessary, one may be found in *Allen* v. *Kemble*, Moo. P. C. 314, where the Roman-Dutch law of compensation was held to prevail in a question upon a bill of exchange. Voet's De Fide Instrumentorum says, lib. 22, tit. 4, s. 14 in medio, "Si instrumentum ipsum simulata comprehendat, dum vel persona alia inserta est, quam qui vere contraxit; vel alia res, quam de quâ vere actum; vel alius contractus, quam qui re ipsâ celebratus fuit: id plus valere debet, quod agitur, quam quod simulate verbis instrumenti conceptum est." If this be sound law, it is good justice that what really has been acted between the parties shall be maintained, and only that which has been interpolated be denied effect. Van der Keessel, in his 871st thesis says, "That a loss arising from forgery in a bill of exchange, where the party who has committed the forgery cannot be found, falls on him who has contracted with that party, and derives his title from him;" and at the end of the 872nd thesis he says that if the acceptor of a bill has, in consequence of the alteration of its amount, paid a larger sum than the original amount, "the drawer, as mandator, is not bound to repay more than he drew for." The evident meaning of this passage is that, notwithstanding the alteration in the amount of the bill, the drawer of the bill shall be answerable for the amount for which he himself made the bill. Van der Linden, in bk. 4, sect. 13, div. 2, treating of the same subject, says that if "the sum has been increased by forgery, the drawee who has paid the bill cannot recover from the drawer beyond the true sum," which means that he can recover the true sum; and he refers to the thesis of Van der Keessel, already mentioned, as his authority for this doctrine; and Van der Keessel, in his lectures, wherein he treats of the subject more at large, rests the liability of the drawer for the sum for which the note was originally drawn upon the drawer's express mandate to the drawee to pay that amount. This doctrine seems to me more consistent with sound reason and pure justice than the doctrine that the drawer of a bill for a sum, which he justly owed to another, should be relieved from all liability by reason of an alteration made upon his draft, by himself perhaps, or by a party whose name appears on the draft, or even by a mere stranger.

In conformity with this doctrine of Van der Keessel and Van der Linden is that of Pothier and Pardessus. Pothier, in his Traitê du Contrat de Change, i. 4, 3, 99, upon discussing a proposition of Scacchia, says, "That if the bearer of a bill of exchange changes its amount to a greater than that for which it was made by the drawer, in such a manner as to deceive a person using ordinary diligence and attention, the banker pays the larger sum, he shall be reimbursed by the drawer to its full amount?" says, "Le mandataire ne pourra pas repeter du tireur ce qu'il a payé de plus que la somme qui etoit veritablement portée par la lettre," if the mandatary with any attention, "avec quelque attention," might have perceived the forgery. This plainly recognises the obligation for the reimbursement by the drawer to the holder of the sum for which the bill was truly made, the only question being whether in some cases the drawer should not be liable beyond that for the sum feloniously added to the amount of the bill. Pardessus, in his "Droit Commercial," sect. 449, when speaking of forgery by alteration of the amount for which a bill was drawn as in a question between the drawer and acceptor, says that if the acceptor has, in the form of his acceptance, expressed the amount for which he has accepted "il ne doit que ce qu'il a promis," and he expresaly recognises the right of the acceptor, where the bill has been paid, to recover from the drawer the true amount for which the bill was drawn, even although the alteration was such that the acceptor might have seen it before payment, and his right to recover even the false amount, if an opening to make the alteration of the bill has arisen through the fault of the drawer. In consistency with the doctrine of Pardessus it was decided in *Jones* v. *Ryde*, 5 Taunt. 487, that were the forged bill or note is yet unpaid the prior indorsers must justify their indorsements. As the true amount of the bill had been paid by the acceptors, there was no ground for any claim for that from the prior indorsers; but in considering the liability of the last indorser for the false or added amount, the Court in this case of *Jones* v. *Ryde* evidently treated the bill as an absolute nullity for all purposes, whether for recovery of the true or the false amount—one of the judges, Mr. Justice Chambre, saying without dissent, "from the moment it was altered it became of no value whatsoever." Yet it is difficult to see why the crime of the holder for the time should have liberated the Navy Pay Office from the payment to the innocent indorser of its just debt.

On the whole, I feel unable to assent to the decisions of the Courts of England upon this question, and I feel happily relieved, by the jurists to which I have alluded, from any difficulty I might otherwise have experienced as to what ought to be our judgment. I am of opinion that the plaintiffs are entitled to recover upon the two first notes, to the extent of £100 on each note, the amount for which these notes were respectively originally drawn. With regard to the third note, it stands in a different position from the other two—as to these two, the evidence went to show that Blackburn had, in truth, given value for them; whereas, with regard to the third note, there was no evidence of value given, and such evidence as was adduced in regard to the other two notes led strongly to the presumption that none had been given for the third; but that this note had been taken as a renewal of one of the other two, and that both the original note and the renewal had been allowed to remain in the hands of Blackburn— a course which, though irregular, happens, I fear, frequently in this colony. In the column of Blackburn's Bill-book for "consideration given," there is, opposite this third note, these words—"bill discounted," implying that instead of "cash" given for the note as entered opposite the first two notes, he had discharged a note previously discounted—that note in all probability being one of the first two sued npon in this action; and there is no entry in Blackburn's cheque-book or cash-book of any money paid to Cilliers for this third note. It seems to me, therefore, that the plaintiffs ought not to recover against the defendants upon the last of the three notes.

There still remains the third defence to be considered, to wit: that the plaintiffs had lost recourse against the defendants by Blackburn having omitted to prove upon the estate of J. S. Cilliers, which had paid a dividend of 16s. 7d. in the pound; or that, at least, the liability of the defendants could not exceed 3s. 5d. per pound of the amount which might be held to be recoverable upon the notes. This defence is rested upon the assumption that it was the duty of Blackburn, the last indorser, to make the note effectual against the prior obligants upon it; but that is an erroneous assumption, where these obligants or indorsers have, as in the present case, received notice of the dishonour of the note. The duty of the defendants was, at the outset, to have paid the true amounts for which the notes were originally made, or to have tendered that amount to Blackburn, the holder. If Blackburn had accepted the money and given up the notes, the defendants could then themselves have ranked upon Cilliers' estate and drawn the dividend

paid by it. If Blackburn had refused to receive the money and deliver up the notes, unless he were paid the amount to which the notes had been altered, the case of the defendants would have been very different. In such circumstances I should have been disposed to throw the loss of the dividend from Cilliers' estate upon the plaintiffs. As it is, that loss, I am of opinion, must fall upon the defendants; while, at the same time, I cannot but feel that the case is a hard one for the defendants, inasmuch as the notion seems to have prevailed until a late dictum of one of the Judges of this court that an altered bill was a nullity to all intents and purposes; but even if the court had upheld that notion, instead of setting it aside, as our judgment in this case will do, still it was the duty of the defendants, according to natural equity, to repay to the plaintiffs the money which Blackburn had been induced to give Cilliers upon the strength of their indorsement—the object for which, confessedly, the indorsement had been made.

Our judgment ought to be for the plaintiffs for £200, with costs.

FOREIGN TRIBUNALS & JURISPRUDENCE.

A Last Chance.

Some persons may remember that in December, 1863, the cashier of the bank at Malden, Massachusetts, left the establishment for a short time in the middle of the day in charge of his son Frank Converse, a young man of seventeen, and on returning found the youth lying shot dead, and the bank robbed of above 5,000 dols. After some time suspicion fell upon Green, the postmaster of the town, and on being arrested he at once confessed his guilt. He was arraigned before the Supreme Judicial Court at Lowell, charged with murder, on an indictment in common form, which implies murder in the first degree, pleaded guilty, and was sentenced to death. He was to have been hanged in January, 1865. But a novel difficulty arose. Governor Andrew refused to sign the warrant for the execution on the ground that by the law of Massachusetts murder in the second degree is not punishable with death, and the statute enacts that "the degree of murder shall be found by the jury." True, the prisoner had pleaded guilty to a charge of murder in the first degree, but the Governor declined to execute a man upon his own opinion of the crime which he had committed. Under a clause in the Constitution the Governor and council demanded the opinion of the full Court; their opinion was that the sentence was regular. But Governor Andrew stood stoutly by his own opinion, and the result was that the convict lay in gaol waiting for execution. His time has at length come. Governor Andrew's term of office having expired, Governor Bullock has been elected his successor, and one of his first acts was to fix the 13th of this month for the execution. The ex-Governor, however, still holding to his opinion, assisted the prisoner to obtain a writ of error, which was argued before the full bench of the Supreme Court in Boston, on the 27th of March. The judgment of the Court, delivered by Chief Justice Bigelow on the 2nd ult., was that the statute did not intend that the degree of murder should be found by a jury, where the prisoner pleads guilty, and that this prisoner was well convicted on his own plea and confession. So this singular last chance failed.

Accordingly, notwithstanding the delay (upwards of two years), the prisoner has been executed.

SOCIETIES AND INSTITUTIONS.

JURIDICAL SOCIETY.

At the anniversary meeting on Wednesday, the 9th inst., Mr. W. M. Best in the chair, Lord Westbury was re-elected as president of the society. Messrs. Worsley, W. Major Cooke, W. W. Kerr, Howard Elphinstone, and C. C. Massey, were added to the council. Messrs. George Sweet and F. Lawrence were appointed auditors; Messrs. C. H. Hopwood and W. Stebbing were elected honorary secretaries. A vote of thanks to the chairman concluded the proceedings.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting held at the Law Institution on Tuesday the 15th inst, Mr. G. Sangster Green in the chair, the following question was discussed: "Should England agree to the modifications in the Extradition Treaty with France, proposed in the despach of M. Drouyn de Lhuys of the 29th November, 1865?" It was opened by Mr. Wm. Groves, M.A., in the affirmative, and was ultimatly decided in the negative by a large majority.

INCORPORATED LAW SOCIETY OF IRELAND.

At a recent meeting of the Council of this Society, the following minute was entered upon their books in reference to the death of the late Judge Hargreave, viz:—

"That the Council of the Incorporated Society of the Attorneys and Solicitors of Ireland have heard with deep regret of the premature death of the Hon. Judge Hargreave, who so long filled the arduous office of Commissioner of the Incumbered Estates Commission, and afterwards held the distinguished position of Judge of the Landed Estates Court. By this sad event a patient and impartial Judge, an able and learned lawyer, a kind and affable gentlemen, is lost to the public and the legal professions. On behalf of the solicitors of Ireland, the council desire to bear testimony not only to the high judicial character of the late Judge Hargreave, but also to the uniform courtesy and consideration which their profession has ever experienced at his hands. Although he came among us as a stranger, his removal has been felt by all with whom his position brought him into contact as the loss of a friend. In legal circles especially his name will long be remembered with affection and esteem, associated as it is with a judicial career, which, though brief, was unclouded by a single act of harshness or partiality, and was characterized by all that was admirable and exemplary."

OBITUARY.

LADY O'LOGHLEN.

Lady O'Loghlen, widow of the late Sir Michael O'Loghlen, Bart., formerly a Baron of the Exchequer, and afterwards Master of the Rolls in Ireland, and mother of Sir Colman M. O'Loghlen, M.P. for the county of Clare, and second Serjeant-at-Law, and of Mr. Bryan O'Loghlen, Barrister, now practising at Melbourne, Australia, and of Mr. Michael O'Loghlen, of the Irish bar, died on Saturday last at her residence, Merrion-square. On Monday her remains were removed for interment at the family vault near her son's residence, Drumconora, county Clare.

LAW STUDENTS' JOURNAL.

Preliminary Examination.

The preliminary examination will take place on Wednesday the 24th and Thursday the 25th October, 1866. The regulations for its conduct will be found *ante*.* Save that instead of the books there mentioned for examination in the subjects numbered 9 there will be used—

In Latin—Livy, Book I.; or Ovid, Fasti, Book I.

In Greek—Euripides, Medea.

In French—Lamartine, Christophe Colomb; or, Corneille, Le Cid.

In German—Schiller, Wilhelm Tell; or, Goethe, Die Leiden des jungen Werther.

COURT PAPERS.

ORDER OF COURT.

Monday, May 7.

The Right Honourable Robert Monsey Lord Cranworth, Lord High Chancellor of Great Britain, by and with the advice and assistance of the Right Honourable John Lord Romilly, Master of the Rolls, and the Honourable the Vice-Chancellor Sir Richard Torin Kindersley, doth hereby, in pursuance and execution of all powers enabling him in that behalf, order and direct in manner following:—

1.—The rule numbered 29 of the 23rd of the Consolidated General Orders is hereby abrogated.

2.—As soon as the docket of a decree or order is signed by the Lord-Chancellor for the purpose of enrolment, the Clerks of Records and Writs shall forthwith cause the same

* 10 Sol. Jour. 399.

to be engrossed in the proper form, and transmit the same to the Public Record Office, Chancery-lane.

CRANWORTH, C.
ROMILLY, M. R.
R. T. KINDERSLEY, V. C.

COURT OF PROBATE AND COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Sittings in and after Trinity Term, 1866.

COURT OF PROBATE.

For Causes without Juries.

Wednesday	May 23	Friday	May 25
Thursday	,, 24		

With Juries.

Wednesday	June 20	Wednesday	June 27
Thursday	,, 21	Thursday	,, 28
Friday	,, 22	Friday	,, 29
Saturday	,, 23	Saturday	,, 30

COURT FOR DIVORCE AND MATRIMONIAL CAUSES.

Causes without Juries.

Saturday	May 26	Friday	June 8
Wednesday	,, 30	Saturday	,, 9
Thursday	,, 31	Wednesday	,, 13
Friday	June 1	Thursday	,, 14
Saturday	,, 2	Friday	,, 15
Wednesday	,, 6	Saturday	,, 16
Thursday	,, 7		

With Juries.

Every Wednesday, Thursday, Friday and Saturday, from Wednesday, July 4, to Saturday, July 28, both inclusive.

The judge will sit in chambers to hear summonses at 11 o'clock, and in court to hear motions at 12 o'clock on Tuesday, May 22nd, and on every succeeding Tuesday till Tuesday, July 24th, inclusive.

The papers for the motions must be left with the clerk of the papers before two o'clock on the preceding Thursday.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 17, 1866.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 87⅛	Annuities, April, '85
Ditto for Account, June 6, 86	Do. (Red Sea T.) Aug. 1903 —
3 per Cent Reduced, 85¼	Ex Bills, £1000, 3 per Ct. — dis
New 3 per Cent., 85⅜	Ditto, £500, Do, dis
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, Do. — dis
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5½ per Ct. (last half-year) 243
Do. 5 per Cent., Jan. '73 —	Ditto for Account, —
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74 210	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account,	Ditto, 5½ per Cent, May, '79
Ditto 5 per Cent., July, '70, 105	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '66
Ditto 4 per Cent., Oct. '88	Do. Bonds, 4 per Ct., £1000, pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	

INSURANCE COMPANIES.

No. of shares.	Dividend per annum	Names.	Shares.	Paid.	Price per share.
			£	£ s. d.	
5000	5 pc & bns	Clerical, Med. & Gen. Life	100	10 0 0	...
4000	40 pc & bs	County	100	10 0 0	...
40000	8 per cent	Eagle	50	5 0 0	...
10000	7l 18 8d pc	Equity and Law	100	6 0 0	...
20000	5l 14s 3d pc	English & Scot. Law Life	50	3 10 0	...
5000	5 & 3 p sh b	Gresham Life	20	5 0 0	...
20000	5 per cent	Guardian	100	50 0 0	...
20000	7 per cent	Home & Col. Ass., Limtd.	50	5 0 0	3
7500	16 per cent	Imperial Life	100	10 0 0	20½
50000	10 per cent	Law Fire	100	2 10 0	...
10000	32½ pr cent	Law Life	100	10 0 0	...
100000	8 pr cent	Law Union	10	10 0 0	16
20000	6s p share	Legal & General Life ...	50	6 9 0	..
20000	5 per cent	London & Provincial Law	50	3 12 6	...
40000	10 per cent	North Brit. & Mercantile	50	6 5 0	...
2500	12½ & bns	Provident Life	100	10 0 0	...
689220	20 per cen	Royal Exchange... ...	Stock	All	296
1500	68⅔ pr cent	Union	200	20 0 0	...
—	6½ per cent	Sun Fire	...	All	...
4000	...	Do. Life	...	All	...

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	90
Stock	Caledonian	100	129
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	39
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	125
Stock	Do., A Stock*	100	134
Stock	Great Southern and Western of Ireland	100	92
Stock	Great Western– Original	100	55¼
Stock	Do., West Midland—Oxford	100	40
Stock	Do., do.—Newport	100	36
Stock	Lancashire and Yorkshire	100	121⅛
Stock	London, Brighton, and South Coast	100	95
Stock	London, Chatham, and Dover	100	27
Stock	London and North-Western	100	120½
Stock	London and South-Western	100	93⅛
Stock	Manchester, Sheffield, and Lincoln	100	63
Stock	Metropolitan	100	128
10	Do., New	£4:10	3 pm
Stock	Midland	100	123
Stock	Do., Birmingham and Derby	100	94
Stock	North British	100	56
Stock	North London	100	124
10	Do., 1864	5	7
Stock	North Staffordshire	100	75
Stock	Scottish Central	100	150
Stock	South Devon	100	49
Stock	South-Eastern	100	73
Stock	Taff Vale	100	143
10	Do., C	3	3 pm
Stock	Vale of Neath	100	103
Stock	West Cornwall	100	54

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday night.

History repeats itself we are told, and the chronicle of financial panics might almost be written in decades. At all events we had a panic in 1837, 1847, and 1857, and that of 1866 would only appear to have come a few months too soon. It has been sudden and severe, but there is every prospect of a speedy return to healthy activity.

The Bank directors separated to day without making any change in the *minimum* rate of discount, and it now stands at 10 per cent., at which it was fixed on Saturday last.

Rumours of a European Congress are rife, and Consols have advanced. They are now called 87⅛ to ⅜ for money, and 86⅛ to ¼ for the account *ex div.*

Foreign Stocks have also improved, particularly Brazilian, Italian, Mexican, and Turkish. To-day the latter Stock improved 1½ per cent., owing to a report, which gained credence, that the Viceroy of Egypt has offered the Turkish Government 50,000,000 fr., and an increase of the Annual Tribute to 15,000,000 fr., on condition of a direct succession through his son being recognised.

The following transactions were recorded:—Brazilian Five per Cent. Stock obtained 68 and 68½; Danubian Principalities, 56 and 55; Egyptian Seven per Cents. Loan, 84; Ditto, second issue, 82½ and 82; the £100 Bonds obtained 86 and 83½; the Stock of 1864 brought 82, and the £100 bonds 84; Portuguese Three Per Cents. 43 and 43½; Russian Five per Cents., 85; Russian Three per Cents., 50½; Russian Five per Cents. of 1862 were taken at 84½, 83, and 84½; and the Five per Cents. of 1864 at 88 and 89; Venezuela Six per Cents., 24; Ditto of 1864, at 30⅜ ½ and 30; Italian Loan of last year, 58½; and the Italian Loan of 1861, at 40½ and 40⅜.

English Railway Stocks are receiving more attention, and prices generally have advanced.

There is but little doing in the Foreign Railway Market, but American Stocks meet with some inquiry.

The rise in Bank Shares has been general, and in most cases very considerable.

In the miscellaneous market the Credit Foncier and Mobilier have fluctuated largely; but owing to a rumour that the directors intend to issue a notice to the effect that no call is about to be made, they have gone up to-day, and are now marked 3½ to 3 dis.; General Credit, 3½ to 2½ dis.; London Finance, 12 to 11 dis.; International Finance, 2 to 1¾ dis.

The bills drawn upon the New Zealand Bank it is stated have been returned to day.

The drafts of the Oriental Bank Corporation have also, it appears, been returned.

The English Joint-Stock Bank has, during the week, suspended payment. It was established in 1864, having previously been known as the South-Eastern Banking Company. Later it absorbed the business and premises of Messrs. Rogers, Odling, & Co. It had about thirty branches in the Southern Counties, and nearly 500 shareholders. Mr. C. F. Kemp has been appointed *interim* official liquidator.

Messrs. Peto & Betts have suspended cash payments for the present. On the 23rd of April Mr. Coleman prepared a statement as to the position of the firm, showing a surplus of

£1,000,000. Messrs. Coleman & Co. will shortly issue a report.

The Consolidated Discount Company, whose drafts were on Friday last returned unpaid, have issued a circular stating that, at a meeting of the principal shareholders, it had been resolved to continue the business, and the petitions which had been presented to wind up the company will be withdrawn.

A petition has been presented to wind up the Imperial Mercantile Credit Association. The nominal capital is £5,000,000 in £50 shares, £5 paid.

A petition has been presented by Mr. Edmund Gurney to wind up Overend, Gurney, & Co. (Limited), and will be heard before the Master of the Rolls on the 28th May. Two other petitions have also been presented. Arrangements, however, are being endeavoured to be made to continue, or sell the goodwill of, the business.

Messrs. Hallett, Ommaney, & Co., bankers and army and navy agents, whose suspension has been announced, have issued a circular stating that arrangements are being made with the London Joint-Stock Bank to carry on the business, and to place, immediately, ten shillings in the pound to the credit of customers.

The London Joint-Stock Bank have opened their new branch at 124, Chancery-lane.

The Australian Joint-Stock Bank will open a branch in King William-street, City, on the 1st of June.

A petition has been presented to be heard before Vice-Chancellor Wood on the 25th inst., to wind up the Malt and Hop Exchange and Warehouse Company (Limited).

Vice-Chancellor Wood has appointed the 4th of June for adjudicating upon claims in the Axton Mining Company (Limited).

Mr. Edmund Phillips, author of "Essays and Letters on Currency," in a letter recently addressed to the Chancellor of the Exchequer, makes the following remarks which are pertinent to the present crisis:—

"The Bank of England, under its present charter, is neither more nor less than a foreign custom house, for it destroys all the benefits of free-trade, and is the means of taxing the people of this country 25 per cent. upon their yearly expenditure by creating high prices for all foreign productions, until the system gets so overgrown, and prices are raised so high, that at last the people have not the gold to pay the Foreigner, and then it causes universal ruin, disgrace, and discredit on our merchants, as it did in 1825, 1833, 1837, 1847, and last in 1857, when commercial failures followed high prices to the enormous amount of 50 millions sterling.

"We are in a house of cards, a paper house which may collapse at any time. The deposits in bankers' hands in London alone are about 300 millions sterling, and all with a right to call for bank-notes, which are bound to be paid in gold. The Saving's Bank depositors have also 60 millions, which they can demand in gold; and yet all the available gold in the kingdom is centralized in the Bank of England, and is only about 13 millions, and this to meet no end of engagements. Take thus, London and the saving banks about 360 millions, and the provinces another one or two hundred millions. Certainly a monstrous disproportion between promises to pay and the means of paying.

"Let me suggest, if we are to have a gold currency, that it be a real one, and no sham; make no bank-notes, promising to pay in gold without the means of performance. All I ask is, don't trade under false promises; don't make accommodation notes. The public can make accommodation paper fast enough without the example of the bank or the Government."

The Auctioneers have presented the following petition to the House of Commons, against the Sales of Land by Auction Bill.

"That a bill is now pending in your honourable House, intituled 'An Act for amending the Law of Auctions of Estates.'

"That the object of the bill is to effect certain changes in the mode of conducting sales by auction of lands (including messuages, lands, tenements, or hereditaments of whatever tenure).

"That your petitioners venture respectfully to submit that the principle of the bill is altogether unsound, and that the bill, if passed, would seriously prejudice the interests of vendors, whose interests are represented by your petitioners at sales by auction.

"That your petitioners, from long and extensive experience, are convinced that the result of the adoption of the provisions of the bill would be to place vendors at very great disadvantage, and in many cases to prevent their realising their property by means of a sale by auction.

"That the bill assumes that the present practice of conducting sales by auction is unfair *towards*, and that protection is required *for*, the interests of intending purchasers.

"That, so far from such being the case, it is notorious that artifices of all sorts are resorted to by intending purchasers to depreciate the value of property offered for sale by auction, the object being either to deter other persons present from bidding, or to prevent a sale altogether, and so force the vendor into a sale by private treaty at less than the fair value of the property.

"That your petitioners are satisfied that it is essential to the protection of the interests of vendors that the auctioneer should be at liberty by all fair means to counteract such attempts to depreciate property offered for sale, and that his power for this purpose would be effectually destroyed by the adoption of the provisions of this bill.

"That the law as it now stands is sufficient for protecting purchasers from fraud on the part of the vendor or auctioneer, in the conduct of the sale; and that, as your petitioners submit, it would be unjust and unfair to place the owners of property, in cases where no fraud is attempted, under special restrictions as to the mode of conducting sales, without at the same time making such provision as would effectually protect them from combination or unfair practices on the part of intending purchasers.

"That other provisions of the bill, and especially those contained in the 4th, 10th, 11th, and 12th clauses, appear to your petitioners to be wholly uncalled for, and tending to create inconvenience, and to lead to constant litigation.

"That especially the provision in clause 12, that if land be knocked down to the bidding of any person bidding in contravention of the rules of the bill, the person making the last *bonâ fide* bidding at such sale, may elect to become the purchaser of such land, at the price of such last *bonâ fide* bidding, appears to your petitioners most unjust towards the owners of property, as it would expose them to the risk of being compelled to sell at a price altogether inadequate, whilst it would also offer great temptation to dishonest persons to bid for the purpose of raising questions after the sale, to the prejudice of the vendors.

"That no real necessity exists for legislation upon the subject matter of the bill.

"That if there was reason to believe that according to the present mode of conducting sales of land by auction, a purchaser might be induced to give more than the fair value of the property sold there would be a legitimate ground for the interference of Parliament, but your petitioners submit that, from the nature of the property offered for sale, it is clear that no such danger is likely to arise, whilst the exceptional cases, in which persons might be found imprudent enough to bid for landed property without previously ascertaining its value, afford no ground for imposing restrictions on sales of land generally, to the manifest disadvantage of the vendors.

"That the interference, contemplated by the bill, with the interests of vendors, is the more to be deprecated that in a very large proportion of sales of landed property, the parties really interested (such as infants, mortgagors, or *cestui que* trusts) can take no part, directly, in the conduct of the sale: and your petitioners respectfully suggest that if any alteration were made in the present law, it should be with the view rather of affording additional protection to such interests than to expose them to greater disadvantages than those under which they at present labour.

"Your petitioners, therefore, humbly pray that the bill may not be allowed to pass into a law."

New Joint-Stock Companies.—Some curious statistics are supplied by the *Railway News* respecting the list of companies registered during the year 1865. We have among the list the Wootton Bassett, the Worcester, and some other Cattle Plague Associations, with varying amounts of capital; the Wolverton Market Company, with a capital of £150; the Wrexham Tent, £300; Waterford Dining Rooms, £500; Weston Omnibus, £350; the Uffculine Gas, £500; a Shot-proof Armour Company, £300; a Rochdale Cattle Transfer Company, £300; Ravensthorpe Omnibus, £300; Odd Fellows' Hall, £225; the Norden Coach, £700; Londonderry Cooking Depot, £1,000; Little Stretton Waterworks, £400; Kibworth Village Hall, £500; Edmonton and Tottenham United Club, £350; Consett Town Hall, £400; Deptford Joint-Stock Bread and Flour, £400; Cotswold Club, £500; Bradford Secular Hall, £1,000. Beyond these minor companies, these minnows in the great waters, there are in the list many of much more ambitious objects and purposes. There are, for instance, the Amalgamated Bank, with a capital of £5,000,000; an Anglo-Indian Contract Company, with £2,000,000; the Birmingham Free Christian Society (unlimited capital not divided into shares); a British and Continental Sugar Refining Company; £1,500,000; a Continental Bank of London, £2,000,000; East London Assurance, £1,000,000; Docks and Harbour Works, £1,000,000; General Bank for the Promotion of Agriculture and Public Works, with a joint capital of £12,000,000; a General Company for the promotion of Land Credit, £5,000,000; International Agricultural Credit Bank, £4,000,000; Insurance Corporation of Great Britain, £4,000,000; Lloyd's Banking, £2,000,000; Maritime Credit Association, £1,000,000; Mexican Silver Mining, £1,000,000; Mexico, Havana, and Colonial Bank, £1,000,000; National Credit Mobilier, £10,000,000; National Cattle and Meat, £1,000,000; National Building, £1,000,000; Ocean Telegraph, £1,000,000; Parr's Banking, £1,000,000; Railway Electric Engineering and Telegraph Works, £1,000,000; Real Estate Corporation, £1,000,000; Registered Land, £1,000,000; San Francisco and Atlantic Railway, £4,000,000; Science and Art Finance, £1,000,000; United Warehouse, £2,000,000; Wigan Coal and Iron, £2,193,000. Of these larger schemes registered not one has, we believe, yet blossomed into the shape of appeal to the public for subscriptions; they are at present the victims of un-

propitious circumstances, and only await a more favourable opportunity to present themselves to the notice of the public. The variety of objects to which the joint-stock principle is sought to be applied is very considerable. Thus we have the Aerophon and General Pianoforte Manufacturing Company, £2,000; Alexandra Printing Ink, £12,000; Animal Charcoal, £100,000; Art and Decorative Photographic, £25,000; Artificial Leather, £30,000; Bacup Omnibus Conveyance and Livery Stables, £5,000; Bath Temperance Monetary, £5,000; Blackburn Photographic and Fine Arts, £1,500; Bolton Turkish Baths, £500; Bible Envelope, £9,000; Bonton Manure, £3,000. We have bread patents, companies for printing, pottery, carpets, clothing, poultry producing, for newspapers and publishing, for brewing and gas making, a co-operative coal company, another for a copper precipitating, a dairy company, a dollar recovery company, another for fish, game, and poultry, an Ebenezer loan company. There are companies for a Finsbury telegraph, for gold and ivory, grain and seed dressing, household patents, imperishable stone, an industrial newspaper, laundry, bleaching and dyeing, nickel silver, Court tailors, Matlock Hydropathic, National poultry, nickel and cobalt, oysters, Paris ice, patent hair and bristles, air-tight coffins, unpickable locks, patent food, cattle spice, music halls, Thames oil, uninflamable laundry, Warren's blacking, &c., &c. The activity of promoters during the year is shown in this list to have resulted in the registration of more than a thousand companies, with an aggregate capital of something over £500,000,000.

ESTATE EXCHANGE REPORT.

AT THE LONDON TAVERN.

May 11.—By Messrs. Gadsden, Ellis, & Scober.

Leasehold premises, being No. 5, St. Paul's Churchyard; term, 18 years unexpired, at £525 per annum—Sold for £580.

Freehold about 5 acres of building land, situate at Reigate, Surrey—Sold for £1,360.

May 15.—By Messrs. Daniel Smith, Son, & Oakley.

The beneficial interest in the lease of a residence known as the Priory, Old Windsor, Berks—Sold for £500.

Freehold 4 tenements, situate at Maidenhead, Berks, producing £41 per annum—Sold for £520.

AT GARRAWAY'S.

May 11.—By Mr. Davenport.

Copyhold residence, with stable, chaise-house, gardens, and paddock, containing 1a 2r 9p, situate at Egham, Surrey—Sold for £1,180.

Freehold estate, known as the Stanwell Farm, comprising 90a 3r 3p of arable and meadow land, with dwelling, situate at Stanwell, Middlesex—Sold for £5,900.

Freehold and copyhold 5a 0r 33p of arable land, known as the Common Piece, situate as above—Sold for £395.

Copyhold 8a 0r 26p of arable land, situate at Ashford, Middlesex—Sold for £1,200.

By Messrs. Rushworth, Jarvis, & Abbott.

Freehold house and shop, being No. 124, Horseferry-road, Westminster; also a house and shop being No. 1, Medway-street, let on lease for 2 years unexpired at £3 15s. per annum—Sold for £1,400.

Freehold house, with shop, being No. 106, Horseferry-road, and a house, being No. 9, Allington-street—Sold for £1,040.

Freehold house and shop, being No. 108, Horseferry-road—Sold for £780.

Freehold house and shop, being No. 110, Horseferry-road—Sold for £770.

Freehold house, being No. 1, Allington-street—Sold for £430.

Leasehold 3 tenements, being Nos. 8 to 10, Great Chapel-street, Westminster; term expiring in 1876, at £90 per annum—Sold for £618.

Freehold house and shop, being No. 30, Great Chapel-street—Sold for £1,780.

Leasehold house and shop, being No. 19, Jonson-place, Paddington, and stables in Jonson-mews; let on lease at £98 10s. per annum; term, 82 years unexpired, at £13 per annum—Sold for £1,300.

Leasehold house with shop, being No. 18, Jonson-place; let on lease at £30 per annum; term similar to above, at £9 per annum—Sold for £770.

May 15.—By Messrs. Daniel Cronin & Sons.

Freehold estate, known as the Norbiton Park, comprising a farm with buildings, and 191a 3r 26p of land, situate at Norbiton, Surrey—Sold for £30,000.

Lease, &c, of the Sussex Arms, situate at the corner of the Grove-road, Upper Holloway—Sold for £4,650.

By Mr. Abbott.

Freehold house, shop, and warehouses, being No. 162, Strand—Sold for £7,600.

By Messrs. Broad, Pritchard, & Wiltshire.

Freehold premises, known as the Corsican and Mediterranean Gas Company's Works, Bastia, Corsica—Sold for £2,510.

By Mr. Newbon.

Leasehold residence, known as York Villa, Highbury-grove, let at £25 per annum; term, 97 years from 1852, at £12 per annum—Sold for £1,160.

Leasehold 2 residences, being Nos. 414 and 416, Camden-road, producing £150 per annum; term, 90 years from 1852, at £24 per annum—Sold for £1,545.

Leasehold house, being No. 17, Cloudesley-terrace, Liverpool-road, Islington, let at £32 per annum; term, 81 years from 1818, at £6 6s. per annum—Sold for £385.

Leasehold 2 residences, being Nos. 33 and 34, Richmond-crescent, Richmond road, Barnsbury, producing £100 per annum; term, 84 years unexpired, at £16 per annum—Sold for £1,060.

Leasehold 2 residences, being Nos. 10 and 14, Highbury-grove, producing £170 per annum; term, 90 years from 1850, at £22 per annum—Sold for £2,040.

AT THE GUILDHALL HOTEL.

May 15.—By Messrs. Temple & Moore.

Freehold building land at Kingston Hill—Sold for £530.

Freehold 8 cottages, being Nos. 1 to 8, Anderson's-road, Queen's-road, Homerton, producing £81 18s. per annum—Sold for £605.

Freehold 2 houses, being Nos. 8 and 9, King's-terrace, King's-road, Homerton, producing £28 12s. per annum—Sold for £330.

Freehold 5 houses (one with shop), being Nos. 14 to 17 and 17a., King's-terrace aforesaid, producing £71 10s. per annum—Sold for £595.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BRADFORD—On the 4th April, at Port Louis, Mauritius, the wife of F. R. Bradford, Esq., Crown Solicitor, of a daughter.

COODE—On the 10th inst., at Lewes, Sussex, the wife of Frederick Coode, Esq., Solicitor, of a son.

DWYER—On the 9th inst., at Burnley, Lancashire, the wife of Edward Dwyer, Esq., Barrister-at-law, of a son and daughter.

EMERSON—On the 2nd inst., the wife of M. S. Emerson, Esq., Solicitor, Norwich, of a son.

GOODWIN—On Feb. 7, at Shanghai, the wife of C. W. Goodwin, Esq., Assistant-Judge of H. B. M. Supreme Court for China and Japan, of a daughter.

POPE—On the 8th inst., at March, Cambridgeshire, the wife of S. R. Pope, Esq., Solicitor, of a daughter.

ROSHER—On the 7th inst., at Colney Hatch, the wife of A. Rosher, Esq., Solicitor, of a son.

WARD—On the 10th inst., at Woodridings, the wife of Nelson Ward, Esq., of the Chancery Registrar's Office, of twin daughters.

MARRIAGES.

DIBB—STEWART—On the 3rd inst., at the Parish Church, Wakefield, C. J. Dibb, Esq., Barnsley, Solicitor, to Sarah, daughter of W. Stewart, Esq., of the same place, Solicitor.

HEATH—MILNE—On the 9th inst, at the Parish Church, Eccles, William Heath, Esq., Surgeon, Manchester, to Emma, daughter of the late Edward Chippendall Milne, Esq., Solicitor, Manchester.

ROBERTSON—BAXTER—On the 8th inst., at Hazel Hall, Dundee, Alexander Robertson, Esq., Advocate, Sheriff-Substitute of Forfarshire, son of the Hon. Lord Benholme, to Elizabeth Jobson, daughter of Edward Baxter, Esq., Kincardrum.

RYAN—BRUCCIANI—On the 12th inst., at the Italian Church of St. Peter, London, A. C. Ryan, Esq., Solicitor, Lincoln's-inn-fields, to Mary S., adopted daughter of Domenico Brucciani, Esq., Russell-street, Covent-garden.

DEATHS.

BOOTH—On the 26th ult., at Thorp Heys, Holmfirth, Harry Booth, Esq., Solicitor, Holmfirth, aged 49.

COURTHOPE—On the 13th inst, at Hastings, William Courthope, Esq., of the Middle Temple, Barrister-at-Law, Somerset Herald, and Registrar of the College of Arms, aged 58.

DAY—On the 6th inst., at Bromsgrove, Mr. Thomas Day, Esq., Clerk to the Bromsgrove Poor Law Union, aged 56.

FLEMING—On the 9th inst., at 12, Dorset-square, Julia Matilda, wife of James Fleming, Esq., Q.C.

MATHEWS—On the 12th inst., at Brook-street, Hanover-square, W. Mathews, Esq., Q.C.

VAUGHAN—On the 15th inst., at Builth, Breconshire, E. Vaughan, Esq., Solicitor, and Under-Sheriff of the county of Brecon, aged 52.

WATERMAN—On the 14th inst., at Tenterden, Ann C., daughter of the late W. Waterman, Esq., Solicitor, aged 43.

YOCKNEY—On the 13th inst., at Prince of Wales'-road, Haverstock-hill, Mary A. H., daughter of the late J. Yockney, Esq., Solicitor.

LONDON GAZETTES

Winding-up of Joint Stock Companies.

Friday, May 11, 1866.

Limited in Chancery.

Anglo-Greek Steam Navigation and Trading Company (Limited).—Petition for winding-up, presented May 4, directed to be heard before the Master of the Rolls on May 28. Van Sandau & Co, Kingst, Cheapside, solicitors for the petitioners.

Axton Mining Company (Limited).—Creditors are required, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Edwin Lanndy, Waterloo-st, Birmingham. Monday, June 14 at 3, is appointed for hearing and adjudicating upon the debts and claims.

London Cotton Manufacturing Company (Limited).—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 21, Lawrence-lane, Cheapside. Thursday, June 7 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Overend, Gurney, & Company (Limited).—Petition for winding-up, presented May 11, directed to be heard before the Master of the Rolls on May 28. Young & Co, St. Mildred's-ct, Poultry, solicitors for the petitioners. William Turquand, 10, Tokenhouse-yard, and Robert Palmer Harding, 3, Bank-buildings, provisional official liquidators.

Provincial Horse and Cattle Insurance Company (Limited).—Vice-Chancellor Kindersley has, by an order dated May 4, appointed Silas William Baggs, 14, Ironmonger-lane, provisional official liquidator.

Railway Finance Company (Limited).—Petition for winding-up, presented April 23, directed to be heard before the Master of the Rolls

on May 28. Lewis & Lewis, Ely-pl, Holborn, solicitors for the petitioner.

Tewkesbury Hosiery Company (Limited).—Petition for winding-up, presented May 10, directed to be heard before Vice-Chancellor Wood on May 25. Duignan, Chancery-lane.

UNLIMITED IN CHANCERY.

Second St Peter's Fifty Pounds Money Company.—The Master of the Rolls has, by an order dated Jan 18, appointed Peter Thompson, 19, Mount-st, Manchester, to be official liquidator.

TUESDAY, May 15, 1866.

LIMITED IN CHANCERY.

British and Foreign Mining Financial Association (Limited).—Vice-Chancellor Kindersley has, by an order dated April 10, appointed William Henry McCreight, 6, Raymond-buildings, Gray's-inn, official liquidator. Monday, June 25 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Consolidated Discount Company (Limited).—Petition for winding-up, presented May 14, directed to be heard before Vice-Chancellor Wood on May 25. Harrison & Lewis, Old Jewry, solicitors for the petitioner.

English Joint Stock Bank (Limited).—Petition for winding-up, presented May 12, directed to be heard before Vice-Chancellor Wood on May 25 Lawrance & Co, Old Jewry-chambers, solicitors for the petitioners.

Hop and Malt Exchange and Warehouse Company (Limited).—Petition for winding-up, presented May 15, directed to be heard before Vice Chancellor Wood on May 25. Mercer & Mercer, Mincing-lane, solicitor for the petitioner.

Imperial Mercantile Credit Association (Limited).—Petition for winding-up, presented May 12, directed to be heard before Vice-Chancellor Wood on May 25. Ashurst & Co, Old Jewry, solicitors for the petitioner.

London and Provincial Starch Company (Limited).—Petition for winding-up, presented May 11, directed to be heard before Vice-Chancellor Wood on May 25. Duignan, Chancery-lane, solicitor for the petitioner.

Northfield Iron and Steel Company (Limited).—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to James Boatwright Gibbons, 3, Bank-buildings, Lothbury. Tuesday, July 10 at 2, is appointed for hearing and adjudicating upon the debts and claims.

UNLIMITED IN CHANCERY.

Charlton-upon-Medlock Rechabite Loan Society.—Vice-Chancellor Wood has, by an order dated May 10, appointed Thomas Walton Gillibrand, Manchester, official liquidator.

Friendly Societies Dissolved.

FRIDAY, May 11, 1866.

Duke of Wellington Inn, Wellington, Salop. May 9.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 11, 1866.

Burges, Robt Sidney, Austinfriars, Insurance Broker. June 9. Watson *v* Nicholson, M. R.

Cresswell, Estcourt, Esq, Pinkney Park, Wilts. June 8. Cooper *v* Cresswell, V. C. Kindersley.

Eastham, Geo, Preston, Lancaster, Cotton Spinner. June 9. Eastham *v* Slater, M. R.

Gowling, Joseph, Lpool, Gent. June 4. Gowling *v* Thompson, V. C. Stuart.

Kennedy, Chas Burton, Ulverston, Lancaster, Iron Ore Merchant. June 14. Kennedy *v* Kennedy, M. R

Smith, Joshua, Carriage Proprietor, & Mary Smith, Widow, Matlock Bath, Derby. June 4. Re Joshua Smith, V C. Stuart.

Sutton, Jas, Cavendish-rd, St John's-wood, Stock Broker. June 9. Sutton *v* Anderson, V. C. Kindersley.

Taylor, Rev Jas, Little Dewchurch, Hereford, Clerk. June 20. Owen *v* Taylor, V. C. Stuart.

TUESDAY, May 15, 1866.

Arrowsmith, Hy Geo, Strand. May 28. Clay *v* Arrowsmith, V. C. Kindersley.

Barber, Firth, Kirkburton, York, Gent. June 12. Field *v* Roberts, V. C. Stuart.

Cresswell, Estcourt, Pinkney Park, Wilts, Esq. June 8. Coope *v* Cresswell, V. C. Kindersley.

Mean, Wm, Cow-walk, Peckham, Gent. June 12. Wood *v* Bartholomew, M. R.

Tennison, Wm Hy, Earl of Limerick. June 18. Dickson *v* Earl of Limerick, V. C. Stuart.

Varden, John Thos, North Walsham, Norfolk, Ironmonger. June 8. Kiddle *v* Varden, V C. Kindersley.

Vickers, Hy, Esq, Bridgenorth, Salop. June 25. Maitland *v* Philpot, V. C. Stuart.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 11, 1866.

Bott, Thos, Baker-st, Lloyd's-sq, Pentonville, Gent. July 7. Booty & Butt, Raymond-buildings, Gray's-inn.

Dexter, John Creed, Highgate, Esq. July 10. J. & T. N. Sheffield, Lime-st.

Gardener, Eliza, Earl's Colne, Essex, Widow. March 26. Stevens & Beaumont.

Goddard, Eliz, Kingston-upon-Hull, Widow. Aug 7. Lamb & Co.

Hadley, Rev Wm Samler, Compton Abbas, Dorset, Clerk. July 1. Samler, Gray's inn-sq.

Kettle, Saml Walker, Gateshead, Durham, Teacher of Music. June 9. Wailes, Newcastle-upon-Tyne.

Orbell, Betty, Somersham, Huntingdon, Widow. July 12. Margetts & Son, Huntingdon.

Scott, John, Leamington Priors, Warwick, Gent. June 11. Somerville, Lincoln's-inn-fields.

Smith, Mary Hone, Tunbridge Wells, Kent, Widow. July 2. Cripps, Tunbridge Wells,

Walker, Geo, Stone, Stafford, Grocer. June 12. Adderley, Longton.

TUESDAY, May 15, 1866.

Berry, Hy, Verulam-buildings, Gray's-inn, Solicitor. Dec 1. Irwin, Gray's-inn-sq.

Chickall, Mary, Sible Hedingham, Essex, Widow. June 25. Ransom, Sudbury.

Cooke, Robt, Bell's-buildings, Salisbury-sq, Fleet-st, Plumber. June 15. Newman, Suffolk-lane.

Edwards, Geo, Upper Charlotte-st, Fitzroy-sq, Quartermaster. June 20. Rae, Mincing-lane.

Fear, Saml, Mark, Somerset, Retired Draper. June 4. Brice, Bridgwater.

Foster, Scratly-cum-Ormsby, Norfolk, Vicar. Aug 11. Carr, Moorgate-st.

Garland, Thos, Fairfield, Cornwall, Gunpowder Manufacturer. June 30. Downing, Redruth, Cornwall.

George, Harriet, Warwick, Spinster. June 12. Lane & Son, Stratford-upon-Avon.

Hadley, Rev Wm Samler Hadley, Compton Abbas, Dorset, Clerk. July 1. Samler, Gray's-inn-sq.

Hargrave, Geo, Welton, York, Gent. July 1. Gale & Middlemiss, Hull.

Holden, Jas, Bolton, Lancaster, Spirit Merchant. June 30. Taylor & Son, Bolton-le-Moors.

Lott, Mary, St Mary-le-Strand-pl, Old Kent-rd, Widow. June 20. Oldershaw, Bell-yd, Doctors'-commons.

Morgan, Saml, Bennet's hill, Doctors'-commons. June 11. Hammond, Furnival's-inn.

Mortimer, Anne, Brighton, Widow June 10. Black & Freeman, Brighton.

Parsons, Emmanuel, Winterslow, Wilts, Yeoman. June 25. Wilson, Salisbury.

Pearson, Jas, Haverstock-hill, Chalk-farm-rd, Nurseryman. June 12. Sidney, Lincoln's-inn-fields

Quedens, Albertine Bertha Pistorius, Seawardstone-rd East, Victoria-pk, Widow. June 18. Pearse, Gt Winchester-st.

Reynolds, Louis Rivett, Paris, Commander R. N. June 13. Batten, Gt George-st, Westminster.

Rogers, Jane, St Erth, Cornwall, Widow. June 12. Hichens, St Ive's.

Rogers, Wm, East Moulsey, Surrey, Barrister-at-law. July 11. Garrard & James, Suffolk-st, Pall Mall East.

Assignments for Benefit of Creditors.

FRIDAY, May 11, 1866.

Darley, Wesley, & Maximilian Darley, Linslade, Bucks, Wine Merchants. May 1. Harrison & Lewis, Old Jewry.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 11, 1866.

Aaron, Eliz, South Shields, Durham, Shipowner. April 11. Asst. Reg May 8.

Adkins, Joseph John, Bedford, Grocer. April 18. Asst. Reg May 10.

Arthy, Thos Blyth, Chelmsford, Essex, Bookseller. April 17. Comp. Reg May 10.

Bagot, Cornelius, South Shore, nr Blackpool, Lancaster, Joiner. April 14. Comp. Reg May 10.

Ballans, Wm, Kingston-upon-Hull, Tea Dealer. April 14. Comp. Reg May 10.

Bibby, John, Lpool, Tailor. April 26. Asst. Reg May 11.

Blacklock, Thos, & Wm Wilkinson, Carlisle, Cumberland, Grocers. April 13. Comp. Reg May 9.

Bolt Geo, Pewsham, nr Chippenham, Wilts, Victualler. April 20. Asst. Reg May 9.

Bowen, Dani, Ystradylodwg, Glamorgan, Draper. April 11. Asst. Reg May 9.

Braham, Joseph, Bristol, Optician. April 13. Comp. Reg May 9.

Charter, Wm, Burleigh-st, Strand, Clerk in Inland Revenue Office. May 10. Comp. Reg May 10.

Churcher, Hy, Wickham, Southampton, Grocer. May 7. Comp. Reg May 11.

Clark, Dainty, Irthlingborough, Northampton, Draper. April 16. Asst. Reg May 8.

Cottril, Chas, Droitwich, Worcester, Miller. April 23. Asst. Reg May 10.

Dixon, Chas, Wellington, Salop, Ale and Porter Merchant. May 3. Comp. Reg May 9.

Edwardes, Alf Edmd, Watling-st, Cheapside, Merchant. May 7. Comp. Reg May 8.

Faulkner, Barnabas, Battersea, Surrey. May 7. Comp. Reg May 9.

Fincher, Joseph, & Wm Martyn, Boar's Head-yard, King-st, Westminster, Builders. May 5. Comp Reg May 8.

Foot, Geo Wilkinson, & Geo Jas Bird, Spital-sq, Silk Weavers. April 19. Asst. Reg May 9

Fowler, Hannah, Norwich, Linen Draper. May 1. Comp. Reg May 9.

Gandy, John, Bulman's Village, Northumberland, Grocer. April 10. Asst. Reg May 8.

Green, Geo, Frome, Somerset, Fishmonger. April 12. Asst. Reg May 9.

Hastings, Wm, Huddersfield, York, Yarn Dealer. April 28. Comp. Reg May 8.

Heywood, Geo, Gloster-ter, Kensington. April 21. Comp. Reg May 7.

Hodd, John Geo, St James's-rd, Old Kent-rd, Merchant's Clerk. May 3. Comp. Reg May 10

Holroyd, Jas, Leeds, Warehouseman. May 7. Comp. Reg May 9.

Howarth, John, Oldham, Lancaster, Butcher. May 8. Comp. Reg May 11.

Jones, John, Leeds, Draper. April 17. Comp. Reg May 10.

Knox, Jas, Lytham, Lancaster, Draper. April 14. Comp. Reg May 9.

Kohn, Saml, & Julius Otto Bieling, Jermyn-st, Tailors. May 8. Comp. Reg May 11.

Lack, Hy, High-st, Hoxton, Cheesemonger. May 3. Comp. Reg May 11.

Lowe, Jas, Barking-rd, Essex, Builder. May 9. Comp. Reg May 11.
Lungley, Chas, Cannon-st, Shipbuilder. April 20. Inspectorship. Reg May 9.
Miller, John, Usworth, Durham, Grocer. April 17. Asst. Reg May 9.
Morier, Greville, New Bond-st, Gent. May 4. Comp. Reg May 11.
Platzhoff, Fredk Wm, Chas Penningroth, & Maurice Mayer, Bread-st, Cheapside, Merchants. April 17. Comp. Reg May 11.
Pope, Wm, Loddige's-rd, Hackney. May 10. Asst. Reg May 11.
Readwin, Wm Ranson, Page-st, Westminster, Decorator. May 8. Comp. Reg May 8.
Rhodes, Jas, Rochdale, Lancaster, Grocer. April 11. Asst. Reg May 9.
Robinson, John, Lpool, Butcher. May 8. Comp. Reg May 10.
Savell, Geo, Brentwood, Draper. April 19. Comp. Reg May 9.
Simmons, John, Enfield, Middx, Draper. April 13. Asst. Reg May 11.
Smith, Wm Abbotts, Finsbury Pavement, M.D. May 10. Comp. Reg May 11.
Stickells, Thos, Ashford, Kent, Tailor. April 11. Asst. Reg May 9.
Taylor, Saml, Bolton, Lancaster, Lock Maker. April 12. Asst. Reg May 10.
Taylor, Jabez, Manch, Stationer. April 18. Comp. Reg May 11.
Walshaw, Robt, Lpool, Watch Maker. May 3. Comp. Reg May 8.
Westbury, Wm, Birm, Stamper. April 23. Asst. Reg May 10.
Whitworth, Hy, Manch, Accountant. May 2. Asst. Reg May 11.
Wilkinson, Saml, sen, Saml Wilkinson, jun, Aston, Warwick, & Wm Wilkinson, Birm, Metal Dealers. April 16. Asst. Reg May 10.
Wood, Jas, Hampton-st, Walworth-rd, House Decorator. April 27. Asst. Reg May 8.
Wright, John, Gt Grimsby, Lincoln, Grocer. April 13. Comp. Reg May 8.

TUESDAY, May 15, 1866.

Ashton, Saml, Birm, Painter. April 19. Asst. Reg May 12.
Bartlett, Dennis, Baker, Rudford, Gloucester. April 17. Comp. Reg May 12.
Billett, Simeon, Chichester, Hatter. May 9. Comp. Reg May 14.
Birks, Hy Alfred, Junction-villas, Kentish Town, Commercial Traveller. April 18. Comp. Reg May 15.
Blake, Wm Fuller, Chichester-rd, Kilburn-park. April 27. Comp. Reg May 12.
Bradbury, Jas, Market Drayton, Salop, Drysalter. Asst. Reg May 12.
Brown, John, Leeds, York, Joiner. April 11. Asst. Reg May 9.
Brown, Hy Geo, Sunderland, Durham, Draper. April 16. Comp. Reg May 14.
Chapman, John, Sunderland, Durham, Comm Agent. May 10. Comp. Reg May 12.
Cooper, Robt, Wellington-st, Victoria-pk, Builder. May 4. Asst. Reg May 12.
Cooper, Arthur, Laurence Pountney-lane, Merchant. April 28. Comp. Reg May 14.
Crosse, Saml, Stockwell-green, Surrey, Sub-Manager of a Wharf. May 9. Comp. Reg May 12.
Coveney, Chas John, Devonport, Devon, Carver. April 17. Comp. Reg May 15.
Cox, Saml Deadman, Leicester, Corn Factor. April 13. Comp. Reg May 11.
Ekarl, Emil, Gt Grimsby, Lincoln, Hotel Proprietor. May 10. Comp. Reg May 15.
Fairclough, Jas, jun, Gateshead, Durham, Journeyman Shoemaker. April 26. Comp. Reg May 14.
Ferguson, Alex, Pembroke Dock, Pembroke, Draper. April 28. Asst. Reg May 14.
Fish, Alfred, Bristol, Watchmaker. April 18. Asst. Reg May 12.
Forby, Jas, Wenhaston, Suffolk, Farmer. April 18. Asst. Reg May 11.
Groom, Chas, Amyot House, Fulham-rd, West Brompton, Examiner of the Principal Registry of the Court of Probate. May 3. Comp. Reg May 15.
Johnson, Phillip, Melton Mowbray, Leicester, Miller. April 24. Asst. Reg May 12.
Johnson, Robt, Belsize-park, Hampstead, Schoolmaster. April 17. Asst. Reg May 14.
Jones, John, Llandudno, Carnarvon, Tailor. April 17. Asst. Reg May 14.
Kimberley, Edwin Nathan Bird, & Nathan Gold Kimberley, Birm, Hinge Makers. April 25. Asst. Reg May 11.
King, Geo, Birm, Grocer. April 16. Comp. Reg May 11.
Langham, John, jun, & Hy Hibling, Leicester, Boot Manufacturers. April 20. Comp. Reg May 15.
Lea, John, Wem, Salop, Farmer. April 30. Asst. Reg May 15.
Lozano, Jose Maria Perez, Manuel Perez Lozano, & Anthony Lionel Geo Ashley, Crutched-friars, Merchants. April 16. Asst. Reg May 12.
Mason, Jas, Exeter, Grocer. April 17. Asst. Reg May 12.
Maude, Joseph, Ruthin, Denbigh, Confectioner. April 18. Asst. Reg May 12.
McLaren, Jas, Carlisle, Cumberland, Joiner. April 18. Asst. Reg May 14.
McWhirter, John, Lpool, Baker. May 7. Asst. Reg May 15.
Morse, Edwd Roddam, Queen's-ter, Peckham, Clerk. May 15. Comp. Reg May 15.
Mullings, Hy, Bath, Licensed Victualler. April 16. Comp. Reg May 12.
Pope, Saml, Bartlett's buildings, Holborn, out of business. May 10. Comp. Reg May 14.
Prince, John, Lamborne, Berks, Trainer of Race Horses. April 20. Comp. Reg May 14.
Robinson, Wm, Hemswell, Lincoln, Carrier. April 21. Asst. Reg May 14.
Sherwood, Isaac, Birm, Lamp Manufacturer. April 19. Comp. Reg May 15.
Simmons, Hy, Croydon, Surrey, Boot Manufacturer. May 12. Asst. Reg May 14.
Squire, Jas, Sheffield, Carter. April 16. Comp. Reg May 11.
Stagg, Richd, Swindon, Wilts, Innkeeper. April 14. Asst. Reg May 11.
Strangways, Richd, Chiswell-st, Draper. April 13. Asst. Reg May 11.
Street, Chas, Bristol, Grocer. May 2. Conv. Reg May 11.
Sutcliffe, John, & Wm Sutcliffe, Halifax, York, Woollen Manufacturers. April 16. Asst. Reg May 14.
Titley, John, Wolverhampton, Stafford, Hay Dealer. May 9. Comp Reg May 14.
Trevor, John, Birkenhead, Chester, Boot Dealer. April 16. Asst. Reg May 11.
Underwood, John, Pitsford, Northampton, Baker. April 18. Asst. Reg May 12.
Walden, Danl Budd, Wrexham, Denbigh, Commercial Clerk. April 13. Asst. Reg May 10.
Warner, Sewall, & Jacob Emmons, jun, Minories, Shipbuilders. May 8. Comp. Reg May 12.
Wavell, Thos Brooke, Ironmonger-lane, Manager of the Trade Protection Society. May 1. Comp. Reg May 12.
Williams, Saml, Hornsey-rd, Holloway, Plumber. April 19. Comp. Reg May 10.

Bankrupts.

FRIDAY, May 11, 1866.

To Surrender in London.

Bennett, Martha, Prisoner for Debt, London. Pet May 8 (for pau). May 28 at 1. Munday, Basinghall-st.
Bennett, Wm, Prisoner for Debt, London. Pet May 8 (for pau). May 28 at 1. Munday, Basinghall-st.
Birt, Hy, Mincing-lane, Wholesale Tea Dealer. Pet May 1. May 23 at 1. Wynne, Mark-lane.
Boyce, Augustus, Theberton-st, Islington, Chemist. Pet May 5. May 26 at 1. Gibson, Abchurch-yard.
Boyd, Jas, Gracechurch-st, Shipbroker. Pet May 9. May 28 at 1. Gammon, Cloak-lane.
Brunton, Geo, Dagmar-rd, Victoria-pk, Merchant's Clerk. Pet May 5. June 4 at 11. Sparrow, Blomfield-st, London-wall.
Chibnall, Saml, Aspley Guise, Bedford, Builder. Pet May 8. May 29 at 12. Ellis & Crossfield, America-sq, Minories.
Coley, Francis, Strood, Kent, Licensed Victualler. Pet May 3. May 22 at 1. Prall & Nickinson, Chancery-lane.
Cook, Chas, Prisoner for Debt, London. Pet May 9 (for pau). May 29 at 1. Munday, Essex-st, Strand.
Dain, Geo, Pentonville-rd, Hosier. Pet May 8. June 4 at 1. Howell, Cheapside.
Ebbetts, John, Waverley-rd, Harrow-rd, House Agent. Pet May 3. May 30 at 2. Tonge, Talbot-rd, Camden-rd-villas.
Eddison, Edwin, Bromley, Kent, Author. Pet May 9. May 28 at 1. Swan, Gt Knightrider-st, Doctor's-commons.
Elliot, Chas Geo, Prisoner for Debt, London. Pet May 8 (for pau). May 28 at 12. Goatley, Bow-st.
Farmer, Wm, Newington-causeway, Horticultural Builder. Pet May 7. May 29 at 11. Reed, Guildhall-chambers, Basinghall-st.
Fraley, Geo, Hackney-rd, Dealer in Building Materials. Pet May 8. May 28 at 12. Kent, Cannon-st West.
Gilby, Chas, Cambridge, Caprolite Merchant. Pet May 8. May 29 at 12. Hall, Coleman-st.
Gooch, Hy Jas, Swainsthorpe, Norfolk, Wheelwright. Pet May 3. May 26 at 12. Doyle, Verulam-buildings, Gray's-inn.
Guerrier, Augusti Alex, Woolwich, Kent, Messman. Pet April 28. May 29 at 11. George, Jermyn-st.
Howlett, Benj, Wharf-rd, City-rd, Iron Founder. Pet May 9. May 28 at 1. Padmore, Westminster-bridge-rd.
Lewis, Wm Geo, Prisoner for Debt, London. Pet May 8 (for pau). May 29 at 11. Goatley, Bow-st, Covent-garden.
McFarlane, Peter, Guildford, Surrey, Wine Merchant. Pet May 1. May 26 at 11. Lawrence & Co, Old Jewry-chambers.
Potous, Alex, New Broad-st Comm Agent. Pet May 8. May 28 at 12. Linklaters & Co, Walbrook.
Randle, Saml, John Cure, & Geo Penton, jun, Sydenham, Builders. Pet May 4. June 4 at 11. Wheat, Lincoln's-inn-fields.
Rixon, Augustus Wm, Westminster-chambers, Westminster, Solicitor. Pet May 2. May 29 at 12. Lawrance & Co, Old Jewry-chambers.
Selby, Hy Fredk, High st, Marylebone, Commercial Traveller. Pet May 8. June 4 at 12. Clarke, Dean's-ct, St Paul's-churchyard.
Sheppard, Richd Chas, New Wimbledon, Sawyer. Pet May 9. May 28 at 1. Marshall, Lincoln's-inn-fields.
Ship, Geo, Howard-rd, Stoke Newington, Carman. Pet May 8. June 4 at 2. Hall, Coleman st.
Simkins, Wm, Leipsic-road, Camberwell, Tailor. Pet May 8. May 29 at 12. Johnson, Clifford's-inn.
Strong, Richd, George's-ter, New Peckham, Journeyman Plumber. Pet May 9. May 29 at 1. Hope, Ely-pl, Holborn.
Stuart, Sir Simeon Hy, Lindfield, Sussex, Baronet. Pet May 9. June 4 at 2. Lewis & Lewis, Ely-pl.
Sturley, Chas Wm, Prisoner for Debt, London. Pet May 9 (for pau). May 28 at 1. Munday, Essex-st, Strand.
Underwood, John Augustus, Malvern-villas, Hounslow, Adjutant. Pet May 7. May 28 at 12. Johnson, Clifford's-inn, Fleet-st.

To Surrender in the Country.

Baker, Joseph, Middlesbrough, York, Joiner. Pet May 9. Stockton-on-Tees, May 23 at 3.30. Griffin, Middlesbrough.
Bigrig, Wm Hy, Devonport, Haberdasher. Pet May 8. East Stonehouse, May 30 at 11. Edmonds & Son, Plymouth.
Burnan, John, Leeds, Butcher. Pet May 8. Leeds, May 24 at 12. Granger.
Burgess, Joseph, Salford, no business. Pet May 9. Manch, May 28 at 11. Law, Manch.
Butler, Jas Wm Fitzgerald, Teignmouth, Devon, Esq. Pet May 10. Exeter, May 23 at 12. Gregory & Rowcliffes, Bedford-row.
Chorlton, Jas, Hanley, Stafford, Potter. Pet May 9. June 9 at 11. Ellis, Burslem.
Cooper, Saml, Sherborn, Dorset, Carver. Pet May 7. Yeovil, May 25 at 3. Ellis, Sherborne.
Crossley, Wm, Rochdale, Lancaster, Comm Agent. Pet May 7. Rochdale, May 24 at 11. Lomax, jun, Rochdale.
Curtis, Joseph Chas, Prisoner for Debt, Springfield. Adj May 7 (for pau). Halstead, May 21 at 10. Jones, Chelmsford.
Dewick, John, Anlaby, York, Cabinet Maker. Pet May 9. Leeds, May 30 at 12. Shepherd & Co, Beverley.

Douthwaite, Robt, Middlesbrough, York, Tailor. Pet May 8. Stockton-on-Tees, May 23 at 3. Hunton, Stockton.
Durke, John Rowland, Lpool, Tailor. Pet May 1. Lpool, May 24 at 11. Frodsham, Lpool.
Evans, Francis, Speenhamland, Berks, Baker. Pet May 5. Newbury, May 19 at 11. Cave, Newbury.
Green, Jas, Ottery St Mary, Devon, Shoemaker. Pet May 9. Honiton, May 26 at 11. Every, Honiton.
Gregory, Dove, Belper, Derby, Professional Cricketer. Pet May 9. Belper, May 24 at 12. Walker, Belper.
Hassalls, Eliza, Prisoner for Debt, Stafford. Pet May 9. Hanley, June 9 at 11. Holmes & Ward, Burslem.
Harrison, Mary Ann, Bath, Lodging-house Keeper. Pet May 7. Bath, May 23 at 11. Bartrum, Bath.
Hobden, Valentine, Herstmonceux, Sussex, Harness Maker. Pet May 9. Hastings, May 26 at 11. Shorter, Hastings.
Jessop, Wm, Huddersfield, York, Waste Dealer. Pet May 10. Leeds, May 28 at 11. Moseley, Huddersfield.
Johnson, Danl, Warrington, Lancaster, Hamper Maker. Pet May 5. Warrington, June 7 at 1. Day & Sedgwick, Runcorn.
Jolliffe, Robt, Melcombe Regis, Dorset, Bricklayer. Pet May 7. Weymouth, May 25 at 11. Howard, Weymouth.
Kidson, John, Bilston, Stafford, Tea Dealer. Pet May 7. Wolverhampton, June 21 at 12. Ebsworth, Wednesbury.
Leach, John, Oldham, Lancaster, Mechanic. Pet May 8. Oldham, May 24 at 12. Taylor, Oldham.
Levick, Saml Boston, Tuxford, Nottingham, Baker. Pet May 9. East Retford, May 23 at 10. Marshall, jun, East Retford.
Maynard, Wm, Southsea, Hants, Auctioneer. Pet May 7. Portsmouth, May 21 at 11. White, Portsea.
McMorties, Jas, Lpool, Cotton Broker. Pet May 9. Lpool, May 24 at 11. Morris, Lpool.
Meadows, Richd, Westleigh, Lancaster, Collier. Pet May 9. Leigh, May 30 at 1. Ambler, Chowbent.
Meggeson, John Turner, Durham, Painter. Pet May 8. Newcastle-upon-Tyne, May 30 at 12. Brignall, jun, Durham.
Moss, Hester, Woodbridge, Suffolk, Milliner. Pet May 3. Woodbridge, May 21 at 3. Jennings, Ipswich.
Noice, Geo, Worthing, Sussex, Grocer. Pet May 8. Worthing, May 23 at 11. Lamb, Brighton.
Parker, Michael, Shap, Westmorland, Coal Merchant. Pet May 7. Newcastle-upon-Tyne, May 30 at 12. Hodge & Harle, Newcastle-upon Tyne.
Pearse, Chas Wm Batten, Topsham, Devon, Plumber. Pet May 7. Exeter, May 22 at 11. Friend, Exeter.
Price, Roger, Merthyr Tydfil, Glamorgan, Contractor. Pet May 7. Merthyr Tydfil, May 23 at 11. Piews, Merthyr Tydfil.
Rice, Fredk Wm, Wetherden, Suffolk, Maltster. Pet May 1. Stowmarket, May 18 at 10. Gudgeon, Stowmarket.
Ringrose, John, Foxholes, nr Malton, York, Farmer. Pet May 9. Leeds, May 24 at 11. Bond & Barwick, Leeds.
Robinson, Joseph, Hanley, Stafford, Fishmonger. Pet May 7. Hanley, June 9 at 11. Tennant, Hanley.
Singer, Alex, Bath, Baker. Pet May 8. Bath, May 23 at 11. Bartrum, Bath.
Stanley, Jas, Prisoner for Debt, Manch. Pet May 4 (for pau). Manch, May 29 at 9 30. Gardner, Manch.
Stowe, Mary, Lozells, nr Birm, out of business. Pet May 5. Birm, June 1 at 10. East, Birm.
Tanner, Wm John, Torquay, Boot Closer. Pet May 7. Newton Abbot, May 23 at 11. Parsons, Torquay.
Thompson, Chas Francis, Stockton-on-Tees, Durham, out of employment. Pet May 9. Stockton-on-Tees, May 23 at 3.15. Griffin, Middlesbrough.
Thomas, Richd, Leominster, Hereford, Currier. Pet May 4. Leominster, May 24 at 2. Bedford, Leominster.
Thomas, Caroline, Cheltenham, Gloucester, Dressmaker. Pet May 3. May 22 at 11. Chesshyre, Cheltenham.
Vant, Saml, Westwell, Kent, out of business. Pet May 5. Ashford, May 23 at 11. Norwood, Ashford.
Wade, Lewis, Canton, nr Cardiff, Glamorgan, Grocer. Pet May 1. Bristol, May 23 at 11. Griffiths, Cardiff.
Whiteside, Robt, Kingston-upon-Hull, Merchant's Clerk. Pet May 10. Leeds May 30 at 12. Walker, Hull.
Williams, Griffiths, Machynlleth, Montgomery, Innkeeper. Pet May 9. Lpool, May 24 at 12. Evans & Co, Lpool.
Williams, Mary Ann Hunter, Wolverhampton, Stafford, Milliner. Pet May 5. Wolverhampton, June 21 at 12. Bartlett, Wolverhampton.
Winterbottom, John, Oldham, Lancaster, Mason. Pet May 7. Oldham, May 24 at 12. Ascroft, Oldham.
Woodburn, Thos Tolming, Ulverston, Lancaster, Boot and Shoe Maker. Pet May 3. Ulverston, May 21 at 10. Relph, Ulverston.
Young, Joseph, Himbleton, Worcester, Blacksmith. Pet May 8. Droitwich, May 24 at 11. Wilson, Worcester.

TUESDAY, May 15, 1866.

To Surrender in London.

Banner, John Robt, Lpool, General Broker. Pet May 1. June 6 at 1. Plunkett, Milk-st.
Barnes, John, Andover, Hants, Horse Dealer. Pet May 9. June 6 at 12. Porter, Coleman-st.
Bevan, Fredk, Fashion st, Spitalfields, Grocer. Pet May 7. May 30 at 2. Linklaters & Co, Walbrook.
Bradford, Chas, Woolwich, Kent, Licensed Victualler. Pet May 11. May 29 at 2. George, Jermyn-st.
Burns, John Evering, & Chas Allen, High-st, Marylebone, Auctioneers. Pet May 12. May 30 at 2. Todd, Newgate-st.
Chapman, Herbert Chas, & Ferdinand Robt Chapman, Tollington-rd, Holloway, Wine Merchants. Pet May 10. May 30 at 1. Dobie, Guildhall-chambers.
Clarke, Chas, Plumstead, Kent, Beer Retailer. Pet May 11. May 30 at 1. Buchanan, Basinghall-st.
Connell, Jas, Ware, Hertford, Licensed Victualler. Pet May 10. May 30 at 12. Pook, Laurence Pountney-hill.
Daubeney, Hy Archer Armstrong, Wandsworth, Surrey, Gent. Pet May 11. June 6 at 12. Purkiss & Perry, Lincoln's-inn-fields.
Dodd, Arthur Jas, St Paul's-ter, Camden-town, Railway Clerk. Pet May 11. June 6 at 12. Allen, Chancery-lane.
Fenn, Geo, Frith-st, Soho, Cheesemonger. Pet May 8. May 29 at 11. Rigby, Size-lane.
Gilbert, Wm, jun, Enfield, Middx, Grocer. Pet May 11. June 6 at 1. Hope, Ely-pl.
Goodwin, Alfred Fredk, Bridge-st, Vauxhall-gardens, out of business. Pet May 11. May 30 at 2. Edwards, Bush-lane, Cannon-st.
Groom, Ann, Prisoner for Debt, London. Pet May 9. June 4 at 2. Hicks, Moorgate-st.
Johnson, Fredk Jas, Kent-st, Southwark, Railway Clerk. Pet May 10. May 29 at 2. Hope, Ely-pl, Holborn.
Kellow, Joseph, Grafton-pl, Euston-rd, out of business. Pet May 12. June 6 at 1. Morgan, Winchester-buildings.
Leech, John Angell, Libra-rd, Old Ford, out of business. Pet May 11. May 30 at 2. Hall, Coleman-st.
Margrie, Saml, Flood-st, Chelsea, Farrier. Pet May 12. May 29 at 2. Hall, Coleman-st.
Melandri, Vincenzo, Church-st, Soho, Restaurant Proprietor. Pet May 10. May 30 at 12. Fereday, Bedford-row.
Owen, Edwin, Prisoner for Debt, London. Pet May 5. May 29 at 1. Murray, Gt St Helen's.
Parson, Geo Frith, Edwardston, Suffolk, out of business. Pet May 11. May 30 at 1. Cree & Last, Gray's-inn-sq.
Sabbarton, Thos, Edward-st, Islington, Carver. Pet May 10. June 6 at 11. Layton, jun, Church-row, Islington.
Sawers, John Le Marchant, Stratford St Mary, Suffolk, Veterinary Surgeon. Pet May 8. June 4 at 1. Jones, Colchester.
Smith, Jas Wm, Orchard-pl, Plumstead-rd, Tailor. Pet May 7. May 28 at 12. Waring, Poultry.
Stubbs, Saml, Weedington rd, Kentish New Town, Builder. Pet May 10. May 30 at 12. Heydon, King's-rd, Bedford-row.
Swann, Joseph, Milton-next-Gravesend, Kent, General Dealer. Pet May 8. June 4 at 1. Harrison & Lewis, Old Jewry.
Vesey, Wm Alfred, Basinghall-st, Woollen Warehouseman. Pet May 3. May 29 at 2. Reed, Guildhall-chambers, Basinghall-st.
Whale, John, & Joseph Edwd Waller, Old Kent-rd, Cheesemongers. Pet April 24. May 29 at 2. Binns, Trinity-sq, Southwark.
Williams, Alfred, Milton-next-Gravesend, Kent, Commercial Clerk. Pet May 11. May 30 at 1. Eyre, Poultry.
Witts, Robt, Romford, Essex, Upholsterer. Pet May 10. June 4 at 2. Nicholson, Moorgate-st.
Wise, John, Finchley, Wheelwright. Pet May 9. May 29 at 1. Chidley, Old Jewry.
Zincraft, Chas Thos, Prisoner for Debt, London. Pet May 8. May 29 at 1. Stackpoole, Pinner's-hall, Old Broad-st.

To Surrender in the Country.

Austin, John, Sittingbourne, Kent, Journeyman Blacksmith. Pet May 7. Sittingbourne, May 24 at 11. Morgan, Maidstone.
Barraclough, Geo, Wakefield, York, out of business. Pet May 12. Leeds, May 31 at 11. Caries & Tempest, Leeds.
Bauer, John Otto, Neath, Glamorgan, Schoolmaster. Pet May 9. Neath, May 25 at 11. Piews, Merthyr Tydfil.
Baunton, Thos, Charlton Musgrove, Somerset, Butcher. Pet May 11. Wincanton, May 28 at 12. Cuitty, Shaftesbury, Dorset.
Brown, Wm Belson, jun, King's Lynn, out of business. Pet May 10. King's Lynn, May 31 at 11. Ward, King's Lynn.
Card, Hy Chas, Ipswich, Suffolk, Bricklayer. Pet May 11. Ipswich, May 26 at 11. Moore, Ipswich.
Cooke, Wm, Halifax, York, Comm Agent. Pet May 10. Halifax, May 29 at 10. Storey, Halifax.
Cooke, Isaac, Egremont, Chester, out of business. Pet May 10. Lpool, May 29 at 11. Nordon, Lpool.
Davies, Geo Thos, Mile Town, Sheerness, Shipwright. Pet May 9. Sittingbourne, May 26 at 11 Hayward, Rochester.
Diggle, Nathan, Little Bolton, Lancaster, Brush Manufacturer. Pet May 12. Bolton, May 31 at 12. Glover & Ramwell, Bolton.
Drayton, Chas West, Lincoln, Joiner. Pet May 10. Lincoln, May 25 at 11. Rex.
Dunkley, John Balkwill, St Sidwell, Exeter, Saddler. Pet May 10. Exeter, May 26 at 11. Fryer, Exeter.
Durrant, Saml, Downham Market, Norfolk, Labourer. Pet May 12. Downham Market, May 26 at 10. Nunn, Downham Market.
Emery, Fanny, Fratton, Portsea, Hants, Widow. Pet May 11. Portsmouth, May 31 at 11. Cousins, Portsea.
Fowler, Geo, Portsmouth, Hairdresser. Pet May 11. Portsmouth, May 31 at 11. Wallis, Portsmouth.
Harrop, Wm, Girlington, nr Bradford, York, Comm Agent. Pet May 5. Bradford, May 29 at 10. Terry & Watson, Bradford
Hartmann, Jacob Ferdinand, Lpool. Pet May 10. Lpool, May 29 at 11. Norris & Son, Lpool.
Hayward, Fras, Totnes, Devon, Grocer. Pet May 9. Exeter, May 29 at 11. Edmonds, Totnes.
Johnson, Herbert, Gateford, Nottingham, Shepherd. Pet May 12. Worksop, May 23 at 10. Branson, Worksop.
Leadbeater, Edwin, Sheffield, Mason. Pet May 11. Sheffield, May 30 at 1. Binney & Son, Sheffield.
Lilley, Thos, Wellingborough, Northampton, Blacksmith. Pet May 11. Wellingborough May 30 at 11. Cook, Wellingborough.
Martin, Robt, Kildale, York, Labourer. Pet May 11. Stokesley, May 29 at 1. Palmer, Stokesley.
Moon, Simon, Shepton Mallet, Pig Dealer. Pet May 10. Wells, May 25 at 12. Hobbs & Seal.
Osborne, Danl Betts, Southwold, Suffolk, Innkeeper. Pet May 7. Halesworth, May 25 at 12. Read, Halesworth.
Passmore, Mary Ann, Exeter, Umbrella Manufacturer. Pet May 11. Exeter, May 26 at 11. Friend, Exeter.
Payne, John, Birm, Ironfounder. Pet May 12. Birm, June 1 at 12. Parry, Birm.
Redhead, Wm Sanderson, Egremont, Chester, Butcher. Pet May 11. Lpool, May 29 at 11. Worship, Lpool.
Roberts, Jas, Bridgwater, Somerset, Shopkeeper. Pet May 9. Bridgwater, May 30 at 10. Cook, jun, Bridgwater.
Robinson, John, Hemswell, Lincoln, Carrier. Pet May 9. Gainsborough, May 29 at 10. Bladon, Gainsborough.
Savage, Wm, Sheffield, Tortoise Shell Cutter. Pet May 9. Sheffield, May 24 at 1. Broadbent, Sheffield.
Shapland, John, Chittlehampton, Devon, Veterinary Surgeon. Pet May 5. South Molton, May 26 at 11.30. Bencraft, Barnstaple.

Sharp, Thos, Barrow-in-Furness, Lancaster, Builder. Pet May 12. Manch, May 28 at 1. Sale & Co, Manch.
Simcock, Isaac, Burnley, Lancaster, Glass Dealer. Pet May 10. Burnley, May 28 at 3. Hartley, Burnley.
Simmons, John, Luton, Bedford, Grocer. Pet May 8. Luton, May 26 at 11. Bailey, Luton.
Simpson, Jas, Rochdale, Lancaster, Woollen Manufacturer. Pet April 30. Manch, May 28 at 11. Leigh, Manch.
Smith, Jas Valentine, Maldon, Essex, Watchmaker. Pet May 11. Maldon, May 26 at 3. Freeman, Maldon.
Thompson, Mary, Tamworth, Stafford, Bookseller. Pet May 11. Birm, May 28 at 12. Hodgson & Son, Birm.
Townson, Jas, Lancaster, Joiner. Pet May 11. Lpool, May 29 at 11. Best, Lpool.
Turner, Thos Humphris, Stroud, Gloucester, Cooper. Pet May 10. Stroud, May 29 at 12. Taynton, Gloucester.
Turpin, Jas Hy. Audenshaw, Lancaster, Leather Dresser. Pet May 11. Manch, May 31 at 11. Slater & Barling, Manch.
Wear, Joseph Hy, Birm, out of business. Pet May 11. Birm, May 28 at 12. Stubbs, Birm.
Weobly, Silas, Dudley, Worcester. Pet May 9. Dudley, June 1 at 11. Stokes, Dudley.

BANKRUPTCIES ANNULLED.

FRIDAY, May 11, 1866.

Birch, Geo Alphonse de Lamartine, Dorchester-pl, Esq. May 8.
Fitzgerald, Jas Grant, Talbot-ter, Kensington. May 5.

TUESDAY, May 15, 1866.

Holmes, Wm Hy, Beaumont-st, Marylebone, Professor of Music. May 10.
Renton, Thos, Rodney-rd, Walworth, Carriage Builder. April 26.
Walker, Edwd, Guildhall-chambers, Basinghall-st. May 11.

THE INNS OF COURT CLUB,

IN CONNECTION WITH

THE INNS OF COURT HOTEL COMPANY (LIMITED),

WHICH IS

INCORPORATED UNDER "THE COMPANIES' ACT, 1862."

As the Inns of Court Hotel is now rapidly approaching completion (the larger portion will be opened for business this month, and the remainder in the summer), the Directors consider the time has arrived for carrying out one of the features originally contemplated when the Company was formed—viz., the establishment of a Legal Club in connection with the Hotel.

The Hotel building is situated between Holborn and Lincoln's-Inn-Fields, having frontages to both. It consists of two large blocks separated by a narrow thoroughfare, over which a corridor is thrown, forming the only means of communication. The two edifices will together contain about 200 bedrooms, with public and private rooms in proportion. In the Lincoln's-Inn-Fields block, which, from its quieter and more private position, is best adapted for the purpose, sitting and dining-rooms will be set apart and maintained for the exclusive use of members of the Club, who will be supplied from the Hotel with breakfasts, dinners, wines, &c., at a modified tariff of charges. All the ordinary facilities and benefits of a Club will be afforded, with this additional advantage, that bedrooms may be had in the same building, which, to gentlemen living in the country and coming up to town frequently, will be an undoubted and unusual convenience.

Of the Capital of the Company, a certain proportion of Shares of £10 each has been reserved for the purpose of establishing the Club.

THESE CLUB SHARES will be issued to members of the legal profession, and ONE fully paid-up CLUB SHARE will secure the holder, not only the qualification for Club Membership, but also a participation in the Profits of the Company.

The following are the conditions upon which it is proposed to establish the Club:—

1. A Barrister or Solicitor holding One paid-up Club Share shall be eligible for membership.
2. Every Barrister or Solicitor not holding a Club Share, shall pay an entrance fee of Ten guineas.
3. Town members shall pay a subscription of Three guineas, and country members a subscription of Two guineas, annually.
4. The Club will be limited in number. Until 500 members are entered, the BOARD OF DIRECTORS of the Company will act as a COMMITTEE for the Club. Afterwards, the Election of Members, &c., will be by a COMMITTEE chosen by and from the Members themselves.

Applications for the CLUB SHARES are to be sent to the Secretary of the Company on the annexed form, and must be accompanied by a deposit of £1 per Share, which will be returned if the Shares are not allotted. The remainder of the value of the Shares to be paid in the following manner:—

When only one Share is taken, the remaining £9 to be paid in full upon allotment.

When more than one Share is taken, £3 per Share to be paid on allotment, £2 per Share within one month after allotment, £2 per Share within two months after allotment, and the remaining £2 when the Directors shall call therefor, of which call twenty-one days' notice shall be given.

The liability of each Shareholder will be limited to the value of his Shares.

The Plans, Views, &c., of the Hotel, and Contracts for Building, Fitting, and Furnishing the same, may be seen at the Offices of the Company, 63, Lincoln's-Inn-Fields; and any information will be given upon application to

H. T. L. BEWLEY, SECRETARY.

May, 1866.

LAW FIRE INSURANCE SOCIETY.

May, 1866. Notice is hereby given, that the ANNUAL GENERAL MEETING of the Shareholders of the Law Fire Insurance Society, will be holden at the Society's Offices, Chancery-lane, on TUESDAY, the 29th day of MAY instant, to elect Eight Directors in the room of the like number of Directors who go out by rotation, and who are re-eligible; and also to elect Four Auditors in the room of the like number of Auditors who go out by rotation, and are re-eligible; and for general purposes.

The Chair will be taken at One o'clock precisely.

By order of the Board of Directors,

EDWARD BLAKE BEAL, Secretary.

The Accounts and Balance Sheet of the Society, with the Auditor's Report thereon, may be inspected by the Shareholders at the Offices of the Society for fourteen days previously to the Annual Meeting and during one month thereafter.

The Directors going out by rotation are—

Francis Thomas Bircham, Esq.	Thomas Tilson, Esq.
Daniel Smith Bockett, Esq.	John Robert Daniel Tyssen, Esq.
Fancis Broderip, Esq.	George Rooper, Esq.
Bartie John Laurie Frere, Esq.	Charles Norris Wilde, Esq.

who, being re-eligible, offer themselves for re-election.

The Auditors going out by rotation are—

William Thomas Carlisle, Esq.	George Robins, Esq., and
James Ingram, Esq.	Henry Thomas Young, Esq.

who, being re-eligible, offer themselves for re-election.

PELICAN LIFE INSURANCE OFFICE,

(ESTABLISHED IN 1797.)

No. 70, Lombard-street, E.C., and 57, Charing-cross, S.W.

DIRECTORS.

Octavius E. Coope, Esq.	Kirkman D. Hodgson, Esq., M.P.
William Cotton, Esq., D.C.L., F.R.S.	Henry Lancelot Holland, Esq.
John Coope Davis, Esq.	Sir John Lubbock, Bart., F.R.S.
Thomas Henry Farquhar, Esq.	Benjamin Shaw, Esq.
Jas. A. Gordon, Esq., M.D., F.R.S.	Matthew Whiting, Esq.
Edward Hawkins, jun., Esq.	Marmaduke Wyvill, jun., Esq.

ROBERT TUCKER, Secretary and Actuary.

NOTICE.—The next Distribution of Profit will be made at the end of 1868. All Policies now effected on the "return system" will participate.

The last Bonus varied from 28 to 60 per cent. on the premiums paid.

LOANS in connection with Life Assurance upon approved security, in sums of not less than £500.

For prospectuses and forms of proposal apply to the Secretary, or to any of the Company's Agents.

TO SOLICITORS.—OFFICE FOR PATENTS,

1, SERLE-STREET, LINCOLN'S-INN, W.C.

Messrs. DAVIES & HUNT procure British and Foreign Patents, &c., at most moderate charges, and to solicitors at agency rates.

Solicitors and intending Patentees should obtain their "Handbook for Inventors," gratis on application or by letter.

THE LANDS IMPROVEMENT COMPANY

(incorporated by Special Act of Parliament in 1853), Right Hon. Lord NAAS, M.P., Chairman.—To Landowners, the Clergy, Estate Agents, Surveyors, &c., in England and Wales, and in Scotland. The Company advances money, unlimited in amount, for the following works of agricultural improvement, the whole outlay and expense in all cases being liquidated by a rent-charge for 25 years:—

1. Drainage, irrigation and warping, embanking, enclosing, clearing reclamation, planting for any beneficial purpose engines or machinery for drainage or irrigation.

2. Farm roads, tramways, and railroads for agricultural or farming purposes.

3. Jetties or landing places on the east coast, or on the banks of navigable rivers or lakes.

4. The erection of farm houses, labourers' cottages, and other buildings required for farm purposes, and the improvement of and additions to farm houses and other buildings for farm purposes.

Landowners assessed under the provisions of any Act of Parliament, Royal Charter, or Commission, in respect of any public or general works of drainage or other improvements, may borrow their proportionate share of the costs, and charge the same with the expenses of the lands improved.

The Company will also negotiate the rent-charges obtained by Landowners under the improvement of Land Act, 1864, in respect of their subscription of shares in a railway or canal company.

No investigation of title is required, and the Company, being of a strictly financial character, do not interfere with the plans and execution of the works, which are controlled only by the Government Enclosure Commissioners.

Apply to FRANCIS B. MANLE, Esq., Managing Director, 3, Parliament-street, London, S.W.

MORTGAGE DEBENTURES, secured on large

FREEHOLD PROPERTY in London, and bearing Interest at SIX PER CENT—A limited amount will still be received, in sums of £50 and upwards, by the Inns of Court Hotel Company (Limited), on their Debentures, which are issued for three, five, or seven years, and have Coupons attached for payment of interest half-yearly.

H. T. L. BEWLEY, Secretary.

63, Lincoln's-inn-fields, W.C., April, 1866.

A Commission allowed to Solicitors.

LOANS on DEBENTURES.—The Directors of

the LONDON, CHATHAM, and DOVER RAILWAY COMPANY are prepared to receive LOANS on DEBENTURES of £100 and upwards, for Two or Three Years, at Six per Cent. per annum.

Coupons for Interest are issued with the Debentures, and are payable half yearly, on the 1st January and the 1st July.

By order,

W. E. JOHNSON, Secretary.

Victoria Station, Pimlico, S.W.